

**National Congress & Expo for Manufactured and Modular Housing  
(MHI Congress & Expo)  
May 6-8, 2019**

**2019 EXHIBITOR AGREEMENT**

**Terms and Conditions for Exhibiting at the MHI Congress & Expo**

1. It is agreed that exhibitors will not hold, organize, advertise, or otherwise support any events, functions, or programs that conflict with scheduled MHI Congress & Expo functions (to include Congress & Expo receptions, Congress & Expo workshops, Congress & Expo general sessions, the Congress & Expo Awards Luncheon, the NCC Spring Forum or the Developing with Manufactured and Modular Housing Seminar), and will not otherwise solicit National Congress & Expo participants away from the show floor. Signs, banners, or advertisements promoting events that conflict with the National Congress & Expo schedule will not be permitted. If an exhibitor is found to be in violation of these requirements they will be forced to forfeit their space with no refund and will not be permitted to exhibit the following year;
2. It is agreed that the Exhibitor's booth set up must be completed by 4:00 p.m. (CT) on May 6, 2019. If the exhibitor set up is not complete by the designated time, the space may be reassigned by Show Management;
3. It is agreed that Exhibitor's booth tear-down begins no earlier than 12:00 p.m. (CT) May 8, 2019 or after the closing announcement. Any Exhibitor that begins exhibit tear-down prior to the official closing announcement will be subject to an additional \$500 fee to be charged on the credit card provided for the booth payment. The Exhibitor will lose its priority status for reserving space for the following year and may forfeit the right to exhibit at future shows;
4. Each Exhibitor will receive one complimentary registration per paid booth space. All additional exhibiting company attendees must be registered for the MHI Congress & Expo;
5. Show Management reserves the right to remove, at Exhibitor's cost, any unacceptable signage, banners, or advertisements at the sole discretion of Show Management;
6. A pre-registration list will be available for purchase by each exhibiting company prior to the event for the fee of \$250 for MHI members and \$400 for non-members. The final attendee list after the event will be available for purchase for exhibiting companies for the fee of \$250 for MHI Members and \$400 for non-members. Both the pre-registration list and final attendee list will only include the names and information for those that opted in to include their contact information in a list for distribution. The attendee list that is available for purchase to sponsors and exhibitors near the time of the event is solely for the purpose of marketing your presence at the Congress & Expo and is not to be used for any other purposes or forwarded outside your organization. The final attendee list that can be purchased after the event is solely for the purpose of following up with business associates and new business prospects from the 2019 MHI Congress & Expo and is not to be used for any other purposes or forwarded outside of your organization. If it is determined that you have not adhered to this policy, MHI reserves the right to take whatever punitive actions it deems necessary, including but not limited to excluding your company from attending, exhibiting and/or sponsoring at future MHI events. By accepting and using the attendee list, you agree to use it in compliance with this paragraph as well as state, federal and international law, including but not limited to the CAN-Spam Act of 2003 (15 USC 7701, et. Seq.). By accepting the list, you agree to hold MHI harmless and indemnify MHI for its damages (including legal fees). You further agree to injunctive relief for any violations of this paragraph;
7. It is agreed that exhibitors will conduct themselves and their business in a professional manner that reflects a positive image on the manufactured and modular housing industry, show host and the event in general. Show Management shall have sole discretion in determining if any exhibitors are in violation of this requirement;
8. The company listed as the exhibiting firm ("Exhibitor") intends to exhibit at the National Congress & Expo for Manufactured and Modular Housing ("MHI Congress & Expo") on May 6-8, 2019, at the Hyatt Regency Hotel in New Orleans, LA. Acceptance of this contract with the Manufactured Housing Institute ("Show Management") constitutes a binding contract ("Agreement"). Show Management reserves the right to reject any application for space for any reason. If management personnel of any Exhibitor changes or Exhibitor is purchased by another company/organization, this Agreement becomes binding on such company/organization;

9. It is agreed that Exhibitor "no-shows" will not be given priority for the 2020 MHI Congress & Expo;
10. It is agreed that no Exhibitor shall sub-lease or otherwise share its booth with any other company without prior, written approval by Show Management;
11. **It is agreed that Exhibitor shall purchase liability insurance, in the amounts specified by Show Management, and give evidence of such insurance prior to April 12, 2019.** No company shall be permitted to exhibit without liability insurance. Exhibitors will receive information on insurance requirements. Further, it is agreed that the Exhibitor will hold Show Management and its employees harmless from any liability whatsoever relating to or resulting from Exhibitor's participation in the MHI Congress & Expo. The Exhibitor hereby agrees to and does indemnify, hold harmless, and defend the Manufactured Housing Institute, its officers, directors, employees, agents, affiliates, and subsidiaries (collectively, "Indemnified Party") from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest and attorney's fees) which any Indemnified Party may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by an Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that the Indemnified Party, shall not be responsible in any way for damage, loss, or destruction of any property of Exhibitor or injury to Exhibitor or its representatives, agents, employees, licensees, or invitees;
12. It is agreed that Exhibitor shall conform to exhibiting procedures as described in the Freeman Exhibitor Manual and shall comply with all verbal safety instructions and exhibiting standards as prescribed by Show Management and Show Decorator. All displays must remain within the confines of the contracted exhibit space (the standard depth and width is 10 feet by 10 feet for a single booth and 10 feet by 20 feet for a double booth and the standard height is 8 feet 3 inches). No exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of other exhibitors. Exhibits not conforming to these specifications, or which in design, operation, or otherwise, are deemed objectionable by Show management in its sole discretion, will be prohibited;

It is agreed that full payment of the booth must be received at time of reservation by Show Management for the requested space to be held; reservations will not be accepted without full payment;

13. It is agreed that full payment must be received by Show Management for the Exhibitor's name to be included in any exhibitor listings or promotions; and that exhibitor service kits and any special exhibitor e-mails may be withheld at Show Management's discretion until payment is received in full;
14. It is agreed that an Exhibitor must be an MHI Member in good standing before the commencement of the National Congress & Expo in order to qualify for member rate; if status changes, non-member price will prevail;
15. It is agreed that Exhibitor is responsible for supplying the correct Company Name at checkout to be used on all signage, marketing, etc;
16. It is agreed that booth cancellations must be received in writing by **February 1, 2019**, and that Exhibitor will be entitled to a 50% refund of the full exhibiting cost;
17. It is agreed that no refunds will be issued for any reason for cancellations received after **February 1, 2019**; no refunds for "no shows";
18. Exhibitor hereby agrees to be bound by all rules and regulations outlined in this Agreement and in the Exhibitor Service Kit, and any additional rules, regulations, and information as may be adopted by Show Management or the event facility. Exhibitor further agrees to adhere and to be bound by (i) all applicable fire, utility, and building codes and regulations of the facility where the National Congress & Expo is held; (ii) any rules or regulations of said facility; (iii) the terms of all leases and agreements between Show Management and the managers or owners of said facility; and (iv) the terms of any and all leases and agreements between Show Management and any other party relating to this event. Exhibitor shall not permit others to modify its exhibit space or modify the event facility which would cause a difference in conditions from those previously approved by the insurance carriers of the Manufactured Housing Institute, or the owners or managers of said facility which will in any way increase premiums payable by any of said parties, and Exhibitor shall be responsible for any such increase resulting from violation of this action;
19. By Exhibiting at the MHI Congress & Expo, Exhibitor grants Show Management a fully paid, perpetual, non-exclusive license to use, display, and reproduce the name of the Exhibitor in any directory or listing of the MHI Congress & Expo exhibitors and to use such name in promotional materials before, during or after the MHI Congress & Expo. Including, but not limited to print, film, photography, digital promotion, etc. Show Management shall not be liable for any errors in any listing or for omitting any Exhibitor from any directory, program or listing pertaining to the Event;
20. It is mutually agreed that, in the event that the show is cancelled for any reason, then and thereupon this Agreement will automatically be terminated and Show Management will determine an equitable basis for the refund of a portion or all of the exhibiting fees, after due consideration of expenditures and commitments already made; and
21. All matters and questions not covered by the Conditions for Exhibiting are subject to the sole decision of Show Management.