

## **Exhibitor Agreement**

This contract between Furnaces North America 2026 (Show Management) and the exhibitor is binding and non-transferable. No exhibit space may be shared or sublet. Exhibitors are limited to those companies, organizations, and institutions offering products and services of specified interest to the Exposition attendees. Show Management reserves the right to determine eligibility of any participant in the Exposition.

## **Character of Displays**

Displays must be informative and educational and are restricted to new and state-of-the-art equipment, support products, and processes directly related to the thermal processing industry. No used equipment may be displayed, promoted, or alluded to in any way. No photographs, drawings, pictures, signs, verbiage, audio/visuals, or graphics in any form will be permitted to promote the sale or purchase of used equipment. All exhibit space is intended to be utilized and displays presented for the contracting company only. Any exhibitor identifying or representing a company other than a contracting company must notify Show Management of its intention to do so at least 3 months in advance of the Exposition and receive written confirmation indicating approval from Show Management. Notification must include drawings of all signage and graphics, and any forms of non-contracting company identification, as well as examples of all materials to be presented. Only the contracting company will be listed in the Official Exposition Program. All Specialty advertising items used as give-aways, must be in good taste and are subject to approval by Show Management. All exhibits must remain intact until the Exposition closes.

## **Exhibit Design**

Exhibit construction must comply with construction guidelines established by Show Management and published in the Exhibitors Manual. No exhibit or exhibitor's demonstration, video or audio shall be permitted to interfere with a neighboring exhibit. Linear booths will include a standard backdrop of 8 feet high, draped booth dividers 3 feet high, and identification signage (company name, city & booth number). Failure to comply with the Exposition Rules and Regulations for design and construction may result in on-site modifications at the exhibitor's expense or expulsion from the Exposition. If you have any questions on the qualification of a design, you must contact FNA Show Management to receive approval.

## **Booth Management**

All demonstrations and the dissemination of literature and give-aways must be confined to the exhibitor's booth. Working the aisle or blocking the aisles is not permitted. The distribution of material of any kind to other booths is strictly prohibited. All booth personnel must be appropriately clothed and conduct themselves in a manner acceptable to Show Management. Show Management reserves the right to determine the acceptable sound levels of audio/visual and other sound devices. Exhibitors shall not play any music unless they have secured permission from ASCAP, BMI, or other copyright holders. Exhibitors must keep their booths clean, orderly, and free of rubbish. All exhibitors must remain in position and intact until the Exhibition is closed.

## **Utilities**

Electricity and internet will be the only utilities available and can be purchased at additional cost using the form in the Exhibitors Manual. All wiring must comply with minimum standards specified by local ordinances.

## **Labor/Rigging/Drayage**

Where specified, exhibitors must use union labor through the official exhibitor decorator to setup and dismantle exhibits, to uncrate and re-crate exhibit materials, and to deliver materials to and from the loading docks.

## **Safety and Fire Laws**

Exhibitors must strictly observe all applicable fire and safety laws of the venue. No decoration of flammable materials are permitted. Wiring must comply with local fire district rules. No exhibitor shall bring or permit anyone to bring into or keep anything in the Exposition Hall that will increase the fire hazard of any rate of insurance of the Exposition Hall owner. No exhibitor shall bring in or permit anyone to bring any gasoline, fuels, etc. into the Exposition Hall without Show Management consent.

## **Payment Terms**

Payment in full is required by April 30 the year of the Expo, or at the time booth is contracted, whichever is later. Failure to comply will result in cancellation of booth assignment.

## **Cancellation**

Exhibitors who cancel their contract, for any reason, 150 days (5 months) before the Exposition will receive a full refund less \$250 processing fee. All cancellations made less than 150 days (5 months) before the Exposition will forfeit their entire payment pending the sale of all available booths at the show. Should all booths sell out and the cancelled booth be resold, they will receive a 50% refund. All requests for cancellation must be made in writing to Show Management.

## **Exhibitor Losses**

Show Management does not take responsibility for exhibitors' damage or lost shipments coming in or going out of the Exposition. Damage to inadequately packed property is the exhibitors responsibility. If any exhibit fails to arrive, the exhibitor is still responsible for their exhibit space rental. Exhibitors are advised to insure against these rights.

## **Liability**

Exhibitors agree to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance covering themselves for property damage and any acts or omissions which cause bodily injury to any person authorized to be attending the show or in the Indiana Convention Center during this meeting. The Metal Treating Institute, its partners, affiliates, officers, directors, trustees, agents, all Authorized contractors by Metal Treating Institute, Indiana Convention Center, its Owners and the Metropolitan Government of Indiana, shall be named additional insured's in such policy(s). Metal Treating Institute and Indiana Convention Center agree to claim one another, their respective owners, parent companies, authorized contractors hired by either party, partners, affiliates, officers, directors, trustees and agents in such policy(s) as additional insured thereunder and agree to make all facility Licenses and Certificates of Insurance available for review by any of the parties named above with reasonable advance notice. Exhibitor assumes responsibility and agrees to indemnify, defend, and hold harmless Metal Treating Institute and Indiana Convention Center and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises. The Exhibitor understands that neither Metal Treating Institute nor Indiana Convention Center maintain insurance covering the Exhibitor's property, and it is the sole responsibility of the Exhibitor to obtain such insurance in order to protect itself.

## **Termination of Exposition**

In the event that the premises in which the Exposition is or is to be conducted shall become, in the sole discretion of Show Management, unfit for occupancy, or in the event the holding of the Exposition or the performance of Show Management under the application (of which there Rules and Regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Show Management, said Application and/or the Exposition (or any part thereof), may be terminated by Show Management which shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising from such causes. Show Management shall not be liable to the exhibitor other than for a prorated refund of such exhibitor's space rental based on the number of exhibit days remaining. For purposes hereof, the phrase: Cause or causes not reasonably within the control of Show Management shall include by way of illustration, but not by way of limitation: fire, casualty, flood, epidemic, earthquake or inclement weather, explosion, or accident; blockage or embargo; governmental restraints; restraints or orders of civil defense of military authorities; act of public enemy, riot or civil disturbance, strike, lockout, boycott, or other labor disturbance; inability to secure sufficient labor, technical or other personnel; failure, impairment, or lack of adequate transportation of facilities, inability to obtain of condemnation, requisition, or commandeering of necessary suppliers of equipment; local, state, or federal law, ordinances, rules, orders, decrees, or regulations,

whether legislative, executive, or judicial, and whether constitutional or unconstitutional, or an Act of God.

**Pandemic & Social Distancing Clause**

Exhibitor understands that in the event of pandemic or social distancing guidelines by the CDC or other government authorities that forces FNA Show Management to limit the number of booths allowed within the FNA Exhibit Hall, FNA Show Management will use its priority booth placement process to determine the exhibitors who will participate in FNA 2026. If any exhibit booths are cancelled due to social distancing limitations, exhibitor will have the option of receiving a full refund of booth fee or credit their booth fee to the FNA 2026 show.