



National Association of State Fire Marshals

33rd Annual Fire Prevention & Safety Symposium

July 31 – August 2, 2023
Hotel Ballast Wilmington
301 North Water Street
Wilmington, NC 28401

Exhibitor Guide

Exhibit Hall August 1st 1:00-5:00

Is your organization looking for a way to support improved public safety? Each year NASFM brings together State Fire Marshals and public safety officials from across the country at the annual Fire Prevention & Safety Symposium to share essential education, strategize on operational response and recovery issues, and explore emerging technologies impacting the fire service. Your participation and input are critical to the continued work of the Marshals and the organization, and to the success of the 2023 Symposium!

Exhibition Hall – Join us at the [Hotel Ballast Wilmington on the waterfront August 1st, 2023 from 1:00pm–5:00pm](#) at our Exhibit Hall. With four hours of dedicated time set aside for interacting with the State Fire Marshals, you will experience a unique opportunity to share your message with these key stakeholders. This is YOUR time to shine! Spaces are limited and available on a first-come, first-served basis.

Do you have questions about becoming an exhibitor, please contact Phillip Oakes at 407-232-2807 or phil@browning.red. To register for Exhibition space and value-added items, please visit us online at www.firemarshals.org/EVENTS

Regular Exhibition Space

Cost - \$1,375

Included:

- Fully carpeted exhibit area
- One (1) 8' x 10' Exhibit Space
- Organization Identification Sign
- Draped/Skirted Table
- 2 Chairs
- 1 Wastebasket
- Electricity and additional items available through the hotel
- 2 Exhibit Personnel – **MUST register personnel who will attend by July 10th.**

Premium Exhibition Registration

Cost - \$1,750

Included:

- Fully carpeted exhibit area
- One (1) 8' x 10' Exhibit Space
- Organization Identification Sign
- Draped/Skirted Table
- 2 Chairs
- 1 Wastebasket
- Electricity and additional items available through the hotel
- 2 Exhibit Personnel – **MUST register personnel who will attend by July 10th.**
- Lunch included on Monday July 31st and Tuesday August 1st for 2 People
- 2 tickets for the Monday Night Social Event
- Passes for Monday and Tuesday of the Symposium

If you want to attend the Symposium in addition to exhibiting, contact Phillip Oakes at 407-232-2807 or phil@browning.red for assistance.

VALUE ADDED ITEMS

Cost – Priced Individually

Value-Added Items can be reserved and paid for at: www.firemarshals.org/EVENTS.

Additional Exhibit Personnel – Two (2) personnel are permitted with each paid exhibitor. Any additional personnel MUST be paid for and registered by July 14th, 2023.
Cost - \$105/each

Symposium Registration – General sessions are **not** included with a regular paid exhibition space. If you would like to attend the General Sessions Tuesday, Wednesday, or Thursday, which include lunch, you MUST register and pay separately no later than July 14th, 2022. Cost – Single Day Registration - \$375; Full Symposium Registration - \$800 Member, \$975 Non-Member **NOTE: Premium Exhibition Registration does come with meals, Monday evening event tickets, and sessions passes. See above for details.**

Dinner / Evening Entertainment – Dinner and evening entertainment is **not** included with a paid exhibition space. It is included with a Full Symposium Registration. If you wish to attend the Monday Night Dinner Event and you have not paid for a Full Symposium Registration in addition to the exhibition space, you MUST register no later than July 11th, 2022. Cost – \$145

IMPORTANT DATES/DEADLINES TO REMEMBER

Date:	For:
July 1	50% Exhibition Space Cancellation and Fee Refund Deadline
June 30	Hotel Room Block Cut-Off Deadline
July 14	Symposium Program Information Deadline
July 14	Symposium Registration & Payment Deadline
July 14	Exhibit Personnel Registration & Payment Deadline
July 14	Monday Night Dinner Event Ticket Registration & Payment Deadline
July 14	Symposium Registration Fees Refund Deadline – NO REFUNDS after this date

Registration fees are NON-REFUNDABLE after 5:00PM Eastern July 14th, 2023

IMPORTANT LEGAL INFORMATION

Payments, Deposits, and Refunds:

Exhibitors contracting exhibit space must pay in full after approval of application. Cancellation of exhibit space MUST be made in writing at the mailing address below and confirmed by NASFM. Properly requested refunds will be provided per the following schedule: **On or Before July 1st, 2023 - refund of 50% of total exhibition cost; After July 1st, 2023 - no refund.** Exhibitors may not occupy assigned space until all monies due to NASFM are paid-in-full.

Exhibitor's signature on the Symposium Exhibitor Agreement Form indicates that the Exhibitor has read, understands, and agrees to be bound by all the terms and conditions on that form and within this document (including the Exhibitor Regulations, exhibition hall regulations and applicable union contracts, which constitute part of this Agreement). All matters not covered by the Exhibitor Regulations shall be subject to the final judgment and decision of NASFM.

Exhibit Logistics:

NASFM will be using an outside exhibit company or the hotel to set up the exhibit hall and provide other materials to vendors (i.e. Electricity, TVs, extra chairs, labor to assist with set up, etc.). Within 45 days of the start of the Symposium you will receive a packet of information from them at the email address provided on the exhibit space agreement. Due to limited storage at the hotel, materials must be shipped directly to the outside exhibit company, or arrangements must be made with the hotel directly. Shipping information will be provided within 45 days of the event. There is a shipping center within one block of the hotel.

Door Prizes and Symposium Bag Items:

As an exhibitor, your organization is entitled to donate items to the attendee bags (250 minimum) or as exhibit hall prizes. Once your registration is confirmed, an email will be sent to your point of contact with shipping instructions, and to ensure all appropriate recognition is given.

Exhibitor Regulations:

1. Offer and Acceptance. Exhibitor's submission of the 2023 Exhibit Space Agreement form shall constitute an offer from Exhibitor to enter into such Agreement with the National Association of State Fire Marshals, (hereafter referred to as "NASFM"). Such offer can only be accepted by NASFM. NASFM reserves the right to determine eligibility of Exhibitor for inclusion in the Exhibition, prior to or after acceptance of this Agreement. NASFM, in its sole discretion, shall determine the appropriateness of products or services exhibited and reserves the right to prohibit display or advertisement of products or services which are considered inappropriate. The Exhibitor Regulations are subject to amendment by NASFM with reasonable notice to the Exhibitor.

2. Arrangements of Exhibits. Exhibit space shall be assigned by NASFM in its sole discretion. Plans for specially built displays not in accordance with the Exhibitor Regulations and the regulations set forth in the Exhibitor Service Kit must be submitted to NASFM before construction is ordered and/or begun. The Exhibitor Service Kit will be supplied to Exhibitor approximately 45 days before the Exhibition. With or without prior inspection, Exhibitor understands that by signing

the Exhibit Space Agreement form, Exhibitor agrees to be bound by the Exhibitor Service Kit, which shall form part of the Agreement.

3. Soliciting/Photographs. Exhibitor is prohibited from distributing (i) literature, souvenirs, or other items from outside the boundaries of Exhibitor's booth, and (ii) literature, souvenirs, or other items that are other than Exhibitor's own materials; in each case, unless Exhibitor has obtained NASFM's prior written approval. These prohibitions apply before, after, or during Exhibition hours. Canvassing in exhibit halls or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid exhibitor is strictly forbidden. Exhibitor is prohibited from taking photographs of other exhibits or other aspects of the Exhibition, without NASFM's prior written approval. Exhibitors may photograph only their own booth(s).

4. Exhibitor Personnel and Others. Technical specialists, qualified to discuss details of their products, must always staff booths during Exhibition hours (1 to 5 PM August 1st). NASFM reserves the right to prohibit an exhibit or part of an exhibit that, in NASFM's sole discretion, may detract from the character or nature of the Exhibition.

5. Remedies. If Exhibitor fails to make any payment or otherwise breaches any provision of the Agreement, and fails to cure within a reasonable time (as determined by NASFM) after Exhibitor has received written notice from NASFM specifying the breach, NASFM shall have the right to exercise (without further notice) any one or more of the following remedies at any time after such reasonable time has passed: (i) cancel the Agreement in whole or in part; (ii) evict Exhibitor from any or all of the space being rented by Exhibitor; (iii) have any of the Agreement's violated provisions specifically enforced; and/or (iv) exercise any other remedy available by rule of law. In addition, NASFM may keep any and all monies received from Exhibitor as liquidated damages, it being understood that NASFM's losses and damages from Exhibitor's breach of the Agreement as well as a precise value for services provided by NASFM prior to the conclusion of the Exhibition are difficult to ascertain and that the agreed liquidated damages are not intended and may not be construed as a penalty. Upon cancellation of the Agreement, NASFM may (without prejudice to any other available remedy) rent Exhibitor's space to any other exhibitor or use such space in any other manner as NASFM deems necessary, in its sole discretion, without any obligation to Exhibitor.

6. Unoccupied Space. If any of Exhibitor's space remains unoccupied on opening day of the Exhibition, Exhibitor shall be deemed to have abandoned such space. Thereafter, NASFM shall have the right to rent such space to any other exhibitor or use such space in any other manner as NASFM deems necessary, in its sole discretion, without any obligation to Exhibitor. This Section shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in the Agreement for space rental.

7. Liability. Exhibitor agrees to make no claim for any act or omission of NASFM taken in accordance with the Exhibitor Regulations. Neither NASFM nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to Exhibitor or to Exhibitor's employees, invitees, licensees, or guests, or Exhibitor's property, from any cause whatsoever. Under no circumstances shall NASFM or its agents or representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever, or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss. Exhibitor acknowledges that the risk allocations of this Section are reasonable based on the understanding that Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss, or damage. NASFM shall not be liable for failure to perform its obligations under the Agreement as a result of strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting,

viewing, or otherwise participating in Exhibitor's booth or exhibit is deemed to be the invitee, licensee, or guest of Exhibitor, and not the invitee, licensee, or guest of NASFM. Exhibitor assumes full responsibility and liability for the actions of its agents, employees, independent contractors, or representatives, whether acting within or without the scope of their authority, and agrees to defend, indemnify, and hold NASFM, the exhibition hall, and their respective privies, harmless from and against claims resulting directly or indirectly from the actions or omissions of Exhibitor and/or Exhibitors agents, employees, independent contractors, or representatives, whether within or without the scope of authority.

8. Insurance. For the term of the Agreement, Exhibitor shall at all times maintain insurance sufficient to cover the liabilities of Exhibitor under the terms of the Agreement. The amount and scope of such insurance shall be reasonably satisfactory to NASFM. Such insurance shall also provide coverage for Exhibitor's contractual obligations to defend, indemnify, and hold harmless, as stated in the Agreement. NASFM shall be added as an additional insured to such insurance.

Exhibitor's insurer shall confirm to NASFM that such insurance cannot be cancelled or changed without thirty (30) days prior written notice to NASFM. Exhibitor agrees to provide NASFM a suitable certificate with the Exhibitor Agreement Form verifying that the required insurance is and will remain in force for the duration of the Exhibition.

9. Force Majeure. In case the Exhibition hall is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for NASFM to permit Exhibitor to occupy the assigned space during any part or the whole of the Exhibition, then during such circumstances NASFM, the building management, and their respective privies will be released and discharged from the obligation to supply space, and Exhibitor will not be reimbursed a share of the booth rental previously received by NASFM from Exhibitor. NASFM reserves the right to cancel, re-name, or relocate the Exhibition or change the dates on which it is held. If NASFM changes the name, relocates to another facility within the same city, or changes the dates for the Exhibition to dates that are not more than 30 days earlier or later than the dates originally scheduled, no refund will be due Exhibitor and NASFM shall assign to Exhibitor such other space as NASFM deems appropriate. In such case, Exhibitor agrees to use such space under the terms of the Agreement.

10. Jurisdiction and Attorney Fees. Should any legal action be commenced to resolve any dispute under the Agreement Exhibitor hereby consents to venue and jurisdiction in the federal or state courts located in Cook County, Illinois, and agrees that no such action may be brought in a forum not located in Cook County, Illinois.

11. Taxes and Licenses. Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, state, or national law applicable to Exhibitor's activity at the Exhibition, including licenses to use music or other intellectual property. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, use fees, or other charges that may become due to any governmental authority concerning Exhibitor's activities related to the Exhibition.

12. Cancellations. In the event that Exhibitor wishes to cancel some or all of its allotted exhibit space, Exhibitor may request and NASFM may grant such cancellation, but only with the following understandings; (i) all cancellations must be requested in writing and addressed to NASFM at P.O. Box 948238, Maitland, FL 32794; (ii) NASFM will refund 50% of total exhibition cost if the cancellation is received in writing at the address above by July 1, 2023 and confirmed by NASFM; (iii) after July 1, 2023 no refunds will be granted. NASFM assumes no responsibility for having

included the name of Exhibitor in the Exhibition catalog, brochures, news releases, or other materials.

13. Changes. If Exhibitor requests an increase of its booth space after the Agreement has become effective, NASFM will use reasonable best efforts to accommodate such request, subject to space availability, additional fee payment, and other circumstances then prevailing. If Exhibitor requests a change that leads to a net reduction of booth space from original requirements, such request shall be covered by Section 12 above.

14. No Assignment or Subletting. Exhibitor shall not assign this Agreement or assign, sublet, share or apportion the whole or any part of the exhibit space to any other person without the written consent of NASFM.

15. Other Matters. The Exhibition is owned, managed, and produced by the National Association of State Fire Marshals (NASFM), whose physical office is at 4442 Golden Ridge Drive, Port Allen, LA 70767 USA, and mailing address is PO Box 948238; Maitland, FL 32794 USA. All matters not covered by the Exhibitor Regulations shall be subject to the final judgment and decision of NASFM.