



## EXHIBIT SPACE APPLICATION AND CONTRACT

The deadline for printed listings is Friday, May 12, 2023 and the final deadline for acceptance is Friday, May 19, 2023

The undersigned (hereinafter, the "Exhibitor"), hereby applies for space in The 2023 FMS Forum Annual Conference as managed by the Financial Manager's Society (FMS), which will be held at the Fairmont Scottsdale Princess, June 11 - 13, 2023 in Scottsdale, AZ.

### 3 WAYS TO APPLY

Online: [Fmsinc.org/Exhibitors23](https://fmsinc.org/Exhibitors23)

Fax: (312) 578-1308

E-mail: [avartanian@FMSinc.org](mailto:avartanian@FMSinc.org)

### COMPANY INFORMATION (This section will be published on the conference mobile app)

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company E-mail: \_\_\_\_\_ Company Website: \_\_\_\_\_

### KEY CONTACT INFORMATION (For Exhibit Planning And Communications)

Key Contact Name: \_\_\_\_\_

Key Contact Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Key Contact Phone: \_\_\_\_\_ Key Contact E-mail: \_\_\_\_\_

### EXHIBIT SPACE REQUEST

1st Choice: \_\_\_\_\_ 2nd Choice: \_\_\_\_\_

3rd Choice: \_\_\_\_\_ 4th Choice: \_\_\_\_\_

Please indicate companies you DO NOT wish to exhibit near (use separate page if necessary):

## COMPANY DESCRIPTION

Please include a 400 character company description that will be used for the conference mobile app:

## COMPANY LOGO

I have submitted a high resolution file (PDF, EPS, AI) of our company's logo to [avartanian@fmsinc.org](mailto:avartanian@fmsinc.org) to be used for conference signage, mobile app and conference website

## EXHIBIT PRICING

Single Booth (8'x10'): \$3,250 *(If paid prior to September 9, 2022)*

Single Booth (8'x10'): \$3,500 *(If paid after to September 9, 2022)*

Double Booth (8'x20'): \$5,250 *(If paid prior to September 9, 2022)*

Double Booth (8'x20'): \$5,500 *(If paid prior to September 9, 2022)*

Open Corner- limited options: \$250

Island Opportunity: \$6,250

Passport to Prizes: \$650

## PAYMENT INFORMATION

 – for questions please call 312-578-1300 or email [info@FMSinc.org](mailto:info@FMSinc.org)

I understand payments via mail must be received by June 2, 2023 and electronic payments must be received by June 9, 2023

Check enclosed payable to Financial Managers Society

Charge my Mastercard, Visa or American Express

Pay via ACH payment, please send the form to Email: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_ Exp: \_\_\_\_\_ Code: \_\_\_\_\_

Credit Card Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Print Signature Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**FULL PAYMENT:** Full payment (payable in U.S. Funds and drawn on a U.S. Bank) of the total cost of the rental space must be submitted with this Application. Applications received without payment will not be processed.

**CANCELLATION POLICY:** Please see full policy on page 2 of this Application.

## TERMS AND CONDITIONS *(Application received without an authorized signature will NOT be processed)*

This Application, when signed by the Exhibitor and FMS, along with Page 2 ("Terms and Conditions"), constitutes the legally binding Agreement. Exhibitor agrees to abide by all terms and conditions on Pages 1 and 2 of this Agreement. These two pages constitute the entire Agreement between the Parties and cannot be modified except by express written agreement signed by the Exhibitor and FMS. Signature by FMS will either be by an actual signature on the Acceptance (Page 1) or confirmation of acceptance transmitted to Exhibitor. Upon receipt by Exhibitor of either a signed Page 1 or confirmation of acceptance, the Agreement will be deemed accepted and legally binding upon both Parties.

Exhibitor agrees that upon FMS acceptance, Exhibitor is legally bound by the terms of this Agreement, with or without payment received by FMS and the Agreement is legally enforceable against the Exhibitor in accordance with the terms herein. Exhibitor agrees to allow Show Management and all official service providers to provide Exhibitor with promotional and other materials to the fax numbers and e-mail addresses listed herein. By the signature below, the individual signing the Agreement on behalf of the Exhibitor represents and warrants that he/she is duly authorized to execute this binding Agreement on behalf of the Exhibitor.

By signing below, the Exhibitor hereby consents to FMS's use, storage, and processing of the personal information and data provided by Exhibitor in connection with this application, as well as for FMS's use of such information for marketing and solicitation materials from FMS and its authorized representatives/third parties.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

### FOR FMS OFFICE USE ONLY

Date application received: \_\_\_\_\_ Sequence #: \_\_\_\_\_ Years in Show: \_\_\_\_\_

Exhibitor ID #: \_\_\_\_\_ Booth #: \_\_\_\_\_ Date Assigned: \_\_\_\_\_

The Financial Managers Society, Heritage Trade Show Services (official contractor) and its authorized representatives are hereinafter referred to as "Show Management" or "FMS." The 2022 FMS Forum Annual Conference is hereinafter referred to as "Forum" or "Event," and the Boca Raton Resort and Club is hereinafter referred to as the "Venue." Show Management reserves the sole right to render all interpretations, amend and enforce these terms and conditions, and to establish all further terms and conditions not specifically covered below to assure the general success and well-being of the Show. Each Exhibitor, its employees, and its contractors agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management.

**1. PAYMENT OF SPACE** - Applications submitted must be accompanied by FULL PAYMENT of the space rental charges. Applications received without such payment will not be processed, nor will space assignment be made.

**2. CANCELLATION AND REFUNDS** - Exhibitors may cancel or downsize exhibit space and receive a full refund of space payments (less a processing fee of \$250 per 100 square feet of contracted space) provided WRITTEN notification of such cancellation or downsizing is received by FMS on or before March 1, 2023. Downsizing, or the net reduction of space, will be treated as a cancellation of that space. No refunds will be made after March 1, 2023. It is expressly agreed by the Exhibitor that in the event it fails to pay the space rental charge at the times specified or fails to comply with any other provisions contained in the Agreement, Show Management shall have the right to reassign the confirmed booth space shown on the Agreement or take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the Exhibitor, as set forth in the previous sentence, the Exhibitor shall forfeit as liquidated damages the amount paid for the space reservation, regardless of whether Show Management enters a further lease for the space involved. Should the Event be cancelled due to a presidential or gubernatorial declaration of a state of emergency, the rental and lease of space to the Exhibitor shall be terminated and 50% of all fees paid by the Exhibitor to FMS will be refunded to the Exhibitor. Should the Event be rescheduled to another date, and the Exhibitor chooses not to participate, the rental and lease of space to the Exhibitor shall be terminated and all monies paid will be forfeited by Exhibitor.

**3. SPACE RENTAL AND ASSIGNMENT OF LOCATION** - The FMS Forum is a closed event designed to provide continuing education and a showcase for goods and services either specifically designed for, or customarily used by, finance and accounting professionals in banks, thrifts, and credit unions. FMS reserves the right to refuse rental of Exhibit Space to any entity whose display of goods or services is not, in the opinion of FMS, likely to be compatible with the general character and objectives of the Forum. Whenever possible, space assignments will be made by FMS in keeping with the preferences of location as requested by the Exhibitor. Generally, the criteria for assignment include, but are not limited to prior year participation, deadline adherence and date of receipt of application. Show Management, however, reserves the right to make the final determination of all Exhibit Space assignments in the best interests of the Event, at its sole discretion. Exhibitors will receive a confirmation of acceptance when Show Management has accepted Agreement.

**4. USE OF SPACE, SUBLETTING OF SPACE** - No Exhibitor shall assign, sublet or share the space allotted with another business or firm unless approval has been obtained in writing from FMS. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the Exhibitor's display, parent or subsidiary companies excepted and upon Show Management approval. Exhibitors must show only goods manufactured or dealt in by them in the regular course of business. Distribution and demonstration of said goods will be from assigned and contracted Exhibit Space only, unless alternative authorization is given from Show Management. No distribution is allowed in Event aisles, from another Exhibitor's booth or in public areas of the Event Venue. FMS reserves the right to determine eligibility of any product and/or exhibit for inclusion in the Event. No firm or organization not assigned Exhibit Space will be permitted to solicit business during the Forum.

**5. EXHIBITORS AUTHORIZED REPRESENTATIVE** - Each Exhibitor must name one person to be its representative in connection with official Event communications, installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the Exhibitor shall be responsible. The Exhibitor shall assume responsibility for such representative being in attendance throughout all exhibition periods; this representative shall be responsible for keeping the exhibit neat, manned and operation at all times. Admission to the Forum will be by official Event badge only, which must be worn at all times during the Event. The company name which appears on an Exhibitor badge must match the company name as it appears on the Application. False certification of individuals as Exhibitor representatives, misuse of Exhibitor badges, or any method or device used to assist unauthorized persons to gain admission to the Event shall be cause for expelling the violators from the exhibit, banning them from further entrance to the Event, and removing the exhibit from the floor without any obligation whatsoever on the part of Show Management, including the return of any Exhibit Space rental charge.

**6. AGE REQUIREMENT** - For their own safety and protection, persons under the age of 16, including toddlers and infants, will not be admitted into the exhibit hall without parent accompaniment and supervision. Children 16 to 18 years of age must be badged, which requires a paid registration, and accompanied by a properly badged adult. FMS reserves the right to request proof of age. No children, no infants, no strollers, no back-pack carriers are allowed. No exceptions. This rule applies to Exhibitors and attendees.

**7. INSTALLATION AND REMOVAL** - Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Event. Installation of all exhibits must be fully completed by 4:00 pm, Sunday, June 11, 2023. Any space not claimed and occupied by 2:00pm, Sunday, June 11, 2023, may be resold or reassigned without refund. No Exhibitor may be allowed to dismantle or repack any part of its exhibit until after the closing of the Event at 11:00 am, Tuesday, June 13, 2023. Any early dismantling or packing shall be considered a breach of this Agreement and will result in an early departure fee of \$500 and may affect future applications.

**8. ARRANGEMENT OF EXHIBITS** - Each Exhibitor is provided access to an online Exhibitor Service Kit. The Exhibitor Service Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Service Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the Event. Exhibits not conforming may be dismantled or modified, at cost to the Exhibitor, at the sole judgment and discretion of Show Management. Exhibitor Plan Review - Booth construction and layout plans, including a scaled plan view and elevations, are required for first-time Exhibitors, exhibits in peninsula or island booth spaces, or exhibits involving other unusual construction features. These plans must be submitted for approval at least sixty (60) days prior to the opening of the exhibition. Americans with Disabilities Act (ADA) - Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless FMS, Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's breach of this paragraph or noncompliance with any provision of the ADA.

**9. LAWS APPLICABLE** - Each Exhibitor is charged with knowledge of all State, County, and City laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in the Event. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the Venue. All damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by the Exhibitor. The Exhibitor must, at its expense, maintain and keep in good order the contracted exhibit space. Show Management will have no responsibility pertaining to the compliance with laws as to public policy as far as individual Exhibitor's space, materials and operation is concerned. Should an Exhibitor have any questions as to the application of such laws, ordinances and regulations to its exhibit or display, Show Management will endeavor to answer them. Exhibitors must comply with City and State fire regulations. All booth decorations including carpeting must be flame proofed and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed. Use of butane or bottled gas is not prohibited. Use of propane and helium balloons is prohibited. Electrical equipment and wiring must conform with National Electrical Code Safety Rules. If inspection indicates any Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all, or such part of its exhibit as may be irregular and effect the removal of same at Exhibitor's expense. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the Exhibitor should communicate with Show Management for information concerning facilities or regulations. Independent contractors must conform to IAEE, ESCA and ED&PA guidelines and must be signatory to a current local collective bargaining agreement.

**10. STORAGE OF PACKING CRATES AND BOXES** - All shipments must be prepaid and consigned per the shipping instructions as specified in the Exhibitor Service Kit. Exhibits and related materials will not be accepted in advance as freight by the Venue and will be redirected to Freeman at the Exhibitor's expense. Unattended freight in any booth space as of one hour prior to Show opening will be removed and stored at the Exhibitor's sole risk and expense. Exhibitors will not be permitted to store packing crates and boxes in or behind their booths during the Event, but these, when properly marked, will be stored and returned to the booth by Freeman at the end of the Event. It is the Exhibitor's responsibility to mark and identify its crates and boxes. Crates and boxes not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "EMPTY." Because of the lack of storage facilities, it may be necessary to store empty crates, boxes and exhibit material outside the building. Every effort will be made to protect the crates from the elements, but neither Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged for at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the Exhibitor after the Event will be removed at the Exhibitor's expense.

**11. OPERATION OF EXHIBITS** - Exhibitors are prohibited from showing or advertising products or services which, in the opinion of FMS, are primarily aimed at other Exhibitors. Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exhibition. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the exhibition. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Enough area must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions. Alcoholic Beverages - Exhibitors may not serve alcoholic beverages in the exhibit hall except with written permission of Show Management. Contests, Drawings and Lotteries - All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the exhibition. Literature Distribution - Distribution of trade publications, invitations, circulars, business cards, stickers, novelties, etc., may be made only within the contracted Exhibit Space assigned to the Exhibitor distributing such materials. Distribution of Exhibitor materials is not permitted to attendee sleeping room doors, FMS meeting rooms or anywhere else in the hotel and/or exhibit facility except in the contracted exhibit space. Trade publishers are prohibited from soliciting advertising during the Show. Direct Sales - No direct or retail sales are permitted at any time. The exchange of payment and delivery of product to the buyer on the Show floor is strictly prohibited. Exhibitors may take orders for product; however, delivery of product must take place after the conclusion of the Event. Vehicles - Motorized vehicles are prohibited on the Event floor. Copyright Licensing - No Exhibitor may use music, whether live or recorded, in its booth without appropriate music licensing agreements for the public performance of any copyrighted music utilized by the Exhibitor. Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the Exhibitor's space. Sound - Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so the noise resulting from the demonstration will not annoy or disturb adjacent Exhibitors and their patrons, nor cause the aisles to become blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit hall opens. Show Management shall be the sole judge of what constitutes appropriate sound levels. Use of so called "barkers" or "pitchmen" is strictly prohibited. Noisemakers of any kind will not be permitted. Live Animals - Unless otherwise required under applicable law, live animals are prohibited. Booth Representatives - Booth representatives, including models or demonstrators, must be properly and modestly clothed, in addition to having an official Event badge. Excessively revealing attire is prohibited. Models, costumed performers, etc., must stay within Exhibit Space and are not permitted to be outside of contracted Exhibit Space. Irregular Activities - All giveaway items except for plastic bags, pens, pencils, luggage tags, pocket calendars, and the Exhibitor's product must be submitted for approval to Show Management three (3) weeks prior to the opening of the exhibition. All Exhibitors distributing approved "stick-ons" may not place the "stick-ons" on attendees' badges.

**12. SOCIAL ACTIVITIES** - Any social function or special event planned by an exhibiting company to take place during The FMS Forum must be pre-approved by Show Management. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and exhibition activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management.

**13. SECURITY, LIABILITY AND INSURANCE** - Each Exhibitor must make provisions for safeguarding of their goods, materials, equipment and display at all times during the Forum and are urged to carry their own insurance through their own sources at their own expense. Show Management does not maintain insurance covering Exhibitor's property. Show Management will provide overall security guard service for the meeting period. However, Show Management shall have no liability whatsoever for theft, loss or damage to property belonging to any Exhibitor, the Exhibitor's agent, employees, business invitees, visitors or guests. All property of the Exhibitor is understood to remain under its custody and control in transit to and from the exhibit hall and while it is in the confines of the Venue. Neither Show Management, its service contractors, the management of the Venue nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism or other causes, and the Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Exhibitor.

**14. INDEMNIFICATION** - Except as otherwise specifically prohibited by applicable law, Exhibitor agrees to protect and hold the FMS forever harmless from any damage or charges imposed for any violation of any law or ordinance whether occasioned by the negligence of Exhibitor or those attending or occupying the space by, through, or under the Exhibitor as well as to strictly comply with the applicable terms and conditions contained in the agreement between the Venue and FMS regarding the exhibition premises; and further Exhibitor shall at all times protect, indemnify and hold harmless the FMS and the Venue against and from any and all loss, costs, damages, liability, or expenses, including attorneys' fees, arising from or out of any accident or other occurrence to anyone, including Exhibitor, its agents, employees and business invitees, which arise from or out of or by reason of Exhibitor's occupancy and use of the exhibition premises or any part thereof. By exhibiting, Exhibitor for and on behalf of itself, its employees, agents and invitees, releases and waives all claims, demands or actions against the FMS and the Event Venue and their respective officers, directors, employees and agents resulting from any act or omission of Exhibitor, its employees, agents and invitees.

**15. OTHER REGULATIONS** - FMS is responsible for the overall Show experience for everyone. All matters not specifically covered by the preceding Terms and Conditions shall be subject solely to the decision of FMS. FMS shall have sole authority to interpret, amend, and enforce these Terms and Conditions, provided Exhibitors receive notice of any amendments when made. Each Exhibitor, and its employees, agrees to abide by the foregoing Terms and Conditions and any amendments thereto. Exhibitors or their representatives who fail to observe these conditions or meet the specified obligations of this Agreement or who, in the sole opinion of FMS, conduct themselves unethically or in a manner that adversely affects the Forum, other Exhibitors, attendees or the FMS, or the Event Venue, may be immediately dismissed from the Forum without refund or other appeal and/or be banned from future Events. FMS is not responsible for any damages (consequential, incidental, etc.) that could arise from such dismissal.