

NACCU 2017 – Exhibitor Terms and Conditions

Terms & Conditions:

You must read and accept these terms and conditions in order to register as an exhibitor.

1. NACCU reserves the right to exercise its sole discretion in the acceptance or refusal of applications.
2. The NACCU exhibit program is intended to provide a showcase for products and services either specifically designed for or customarily used in higher education administration. The program is held strictly as a means of information exchange. Participants may not make sales or take orders in the exhibit area or within other Annual Conference facilities provided. This provision will be rigorously and strictly enforced.
3. The applicant agrees that NACCU shall have the right to make such rules and regulations or changes in arrangements, as it shall deem necessary, and to amend the same from time to time. NACCU shall have the final determination and enforcement of all rules, regulations and conditions.
4. No part of an exhibit shall be dismantled nor materials removed before the official closing of the exhibit hall, without special permission from NACCU. All space must be vacated by 5:00 p.m. the same day. If spaces are not vacated by that time, NACCU reserves the right to remove materials from the show floor and charge the expense to the participant. NACCU will not be liable if such removal causes damage to the materials.
5. Applicant selection of exhibit booth location(s) from among available space is the sole responsibility of Applicant. Subsequent reservations by other applicants from among then available space may result in Applicant's competitors locating nearby on the exhibit floor. Neither NACCU nor Event Producers are responsible for booth selection/location. In the event that Applicant wishes to relocate subsequent to another applicant's booth location choice Applicant may contact NACCU via Event Producers and request relocation to any then available space(s).
6. Applicant agrees to pay all fees, charges and/or expenses covered in this contract on demand. In the event that NACCU or Event Producers is forced to seek legal remedy to collect amounts due from the applicant, all charges related to the collection of unpaid amounts will become the sole responsibility of the applicant. If an exhibitor fails to make payments due hereunder when they are due, the space assignment is subject to cancellation or reassignment at the option of NACCU, without obligation for refund. Should any rented space remain unoccupied two hours prior to opening on the first day, or for any time thereafter, NACCU reserves the right to rent such space to any other applicant or to eliminate such space and no refund shall be made to the original applicant.

Participants may not assign or sublet any space allotted to them, and may not advertise or display goods, other than those manufactured, distributed or sold by them in the regular course of business, without authorization by NACCU. If any rented booth space remains unoccupied, or display materials

un-set, two hours prior to show opening, NACCU reserves the right to either remove all materials from show floor or require decorator to set booth. Exhibitor will be liable for all costs incurred. Booths may not be "shared" with another company.

7. Request for cancellation of space must be directed in writing to NACCU, c/o Event Producers. Telephone cancellations will not be accepted. Booth Rental Fees will be refunded if the request is postmarked on or before **February 20, 2017**. In no case will a refund be made for a cancellation postmarked after **February 20, 2017**, nor for no-shows at the event. The exhibit manager will confirm receipt of all cancellation notices. NACCU will only honor cancellation requests whose receipt has been confirmed.

8. NACCU conforms to IAEE guidelines for exhibit display specifications. A complete description is available on EVENT PRODUCERS's web site: <http://www.EventProducers-services.com/resources/boothGuidelines/BoothGuidelines.aspx> . These instructions will be enforced by NACCU. NACCU shall supply at no charge to the participant over the regular space rental fee, the following standard decorations for each participant's space: eight foot (8') high curtain background; three foot (3') high curtain sidewalls and an exhibitor identification sign. No shipping containers may be stored in the booth space during show hours. All decorative material must be flameproof.

9. NACCU has selected Hollins Exposition Services as their official service contractor. Exhibitors will receive information and instruction with their confirmation material.

10. NACCU, Event Producers, the Event Facility (Disney's Contemporary Resort), or any officers or staff members will not be responsible for the safety or the property of the participants from theft, damage by fire, accident or other causes. Participants are advised to consult their insurance broker for proper coverage on display material from the time it leaves their company's premises until its return. Neither NACCU nor Event Producers nor the Disney's Contemporary Resort management, nor any of their officers, agents, employees or representatives, shall be held accountable or liable for, and the same are hereby released from accountability or liability for any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees or other representatives, resulting from theft, fire, or other causes. Neither NACCU nor Event Producers, nor the Disney's Contemporary Resort management will obtain insurance against any such damage, loss, harm or injury.

11. Applicant agrees to protect, save and hold harmless NACCU, Event Producers, the Disney's Contemporary Resort, and all agents and employees thereof (hereinafter collectively called Indemnities) forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitor or those holding under the exhibitor, and further, the exhibitor shall, at all times, protect, indemnify, save and hold harmless the indemnities against and from any and all losses, costs, damages, liability or expenses (including attorney's fees) arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees or business invitees, which arise from or out of or by reason of said exhibitor's occupancy and use of the exhibition premises, the convention facility or any part thereof.

12. Applicants, their employees, representatives or agents may not allow any articles to be brought into the property of the Disney's Contemporary Resort or any act done on the premises that will invalidate the insurance or increase the premium on the policies held by the management of the Disney's Contemporary Resort, nor permit anything to be done by their employees through which act the premises, property or equipment of the other participants will be damaged. No signs or articles can be affixed, nailed, or otherwise attached to walls, doors, etc., in such a manner as to damage them. All space is rented subject to these restrictions. Participant will be held liable for any damage resulting from violations of these rules.

13. Extremely loud noises, such as bells, sirens, buzzers, etc., will not be permitted in order to maintain a business-like atmosphere.

14. Photography (including any image collection process) or videotape of any product, material, or booth other than the exhibitor's own is not permitted. Any photography in the Exhibit Hall must be pre-authorized by NACCU and be supervised by NACCU staff.

15. Promotional activity is limited to the confines of space assigned by NACCU. "Working" the aisles, general areas or spaces assigned to others is prohibited.

16. Applicants may not schedule other events such as meetings, breakfasts, luncheons, dinners or receptions during official NACCU program hours or while the exhibits are open unless express written permission is granted by NACCU.

17. Booth Package: Included with the booth space are pipe and drape, an ID sign, 24-hour security, listing in the Conference Program, admittance to educational sessions of the Annual Conference for two representatives from each booth (no meals or admittance to other Conference activities), and an electronic roster of pre-registered registrants. NOTE: Electrical service, tables, chairs, and other furniture are not included. Furniture can be either supplied by the exhibitor or ordered from the Service Contractor.

18. This document and its attachments represent the entire agreement between the Applicant and NACCU and may not be altered unless mutually agreed upon in writing.

19. In the event that any provision of the Agreement or the application of any such provision to either NACCU or Event Producers or the Applicant is held by a court of competent jurisdiction to be contrary to any law, the remaining provisions of this Agreement will remain in full force and effect.

20. In the event that the NACCU Annual Conference is canceled due to fire, strikes, government regulations, acts of God, acts of war or civil strife or other causes beyond the control of NACCU, then NACCU shall not be held liable for failure to hold the Annual Conference and exhibit program as scheduled. In such events, NACCU, at its sole discretion, may refund part or all of exhibit fees and deposits received by NACCU. Refunds will be limited to a maximum of the amount paid by applicant to NACCU. In no event will NACCU, Event Producers or the Disney's Contemporary Resort be liable for any direct, indirect, actual, special or consequential damages of any nature whatsoever, including, but not

limited to lost profits, business interruptions or other economic loss to the applicant due to cancellation of the Annual Conference and exhibit program as scheduled.

21. All exhibitors are expected to maintain insurance for the conference with (1) \$1 million commercial general liability, with products and completed operations liability in the same amount and aggregate limits of at least \$1 million and (2.) Worker's compensation insurance.

Please provide a certificate of insurance with NACCU, Event Producers, and Disney's Contemporary Resort listed as additional insured.

Please send the certificate to Event Producers at info@eventproducers.events.com prior to the event by February 20, 2017.