

# Exhibitor Contract

2024 NACADA Annual Conference | Pittsburgh, Pennsylvania | October 27-30, 2024

Name of Exhibitor Company: \_\_\_\_\_

IN CONSIDERATION of participating in an exhibit for the 2024 NACADA Annual Conference on the premises of the David L. Lawrence Convention Center, \_\_\_\_\_ (Exhibitor Representative) hereby agrees as follows:

## Indemnification

Each party to this agreement shall indemnify, and hold harmless, the other for any and all damages to property or injuries to persons, to the extent such damages or injuries are the result of actions or omissions by the party or their agents or employees. Exhibitor further agrees to be responsible to pay for any and all damages to property owned by the David L. Lawrence Convention Center and its owners/managers, to the extent such damages result from any act or omission of Exhibitor or its agents or employees. Neither NACADA nor the David L. Lawrence Convention Center maintain insurance to cover claims against Exhibitor, therefore, if Exhibitor desires to be insured for such claims, it must obtain its own insurance. Any on-site Exhibitor sales may be subject to state sales tax; Exhibitor is responsible for payment of all state sales tax. Any music played by an Exhibitor must be copyright approved.

The exhibitor shall indemnify and hold harmless NACADA and its publications from and against any and all claims, damages, losses and liabilities, including reasonable attorney's fees and costs, arising out of the publication of the Exhibitor's advertisement or the acceptance of the Exhibitor's request to exhibit at a NACADA event.

Exhibitor hereby releases, quitclaims and forever discharges NACADA or the David L. Lawrence Convention Center and their representatives, officers, agents, and employees, from any loss, damage, theft, destruction or other harm or injury to any personal property which the Exhibitor places on or about the premises of the David L. Lawrence Convention Center.

## Disclaimer of Endorsement

Acceptance of advertisements from an Exhibitor shall not be construed as any type of endorsement of the advertising, the advertiser, the Exhibitor, or the advertiser's or Exhibitor's organization, product, system or service, by NACADA.

NACADA reserves the right to review all correspondence sent to the Annual Conference participant mail list by the Exhibitor prior to mailing and to revise or refuse any content shared that refutes NACADA's policies.

## ADA Compliance

Exhibitor represents and warrants: (1) the exhibit will be accessible to the full extent required by law, (2) that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by the Act, and (3) that it shall indemnify and hold harmless and defend NACADA or the David L. Lawrence Convention Center, their owners, operators, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents from and against any and all claims and expenses including reasonable attorney's fees and litigation expenses that may be incurred by or asserted against NACADA or the David L. Lawrence Convention Center their owners, operators, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents on the basis of Exhibitor's breach of this paragraph or noncompliance with any of the provisions of ADA. NACADA shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Exhibitor, provided that Exhibitor gives reasonable advance written notice to NACADA of such needs. Exhibitor shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters).

## Exhibit Space/Logistics

Unless otherwise stated on the registration form, all exhibit fees must be pre-paid. Neither exhibit space nor ad space can be reserved until payment is received. Checks, Visa, MasterCard, American Express, and Discover are all acceptable forms of payment. Payment shall be made in U.S. currency. Payment for any additional costs incurred by NACADA on behalf of Exhibitor must be paid 30 days from the invoice date. We reserve the right to cancel an order due to delinquency. Exhibiting rates are subject to change without notification.

NACADA's assignment of exhibit space is final and shall constitute an acceptance of the Exhibitor's offer to occupy space. Assignments will be made only after receipt of the Exhibitor Contract and the appropriate exhibit fees. After assignment, space location may not be changed, transferred, or canceled except by written request and with the subsequent approval of NACADA. Notwithstanding the above, NACADA reserves the right to make the space assignment and to change, at its sole discretion, any such assignments as it deems necessary.

The Exhibitor agrees that their exhibit shall be admitted into the conference and shall remain from day to day solely on strict compliance with all the rules herein described. NACADA and the David L. Lawrence Convention Center reserve the sole right to reject, eject, or prohibit any exhibit in whole or in part, or any Exhibitor with cause. If an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reason (with cause), no return of exhibit fees shall be made.

Restrictions on space rental: Exhibitor may not sublet, subdivide or assign his/her space, nor any part thereof, nor purchase multiple space for the purpose of subletting or assigning to third parties, nor permit in their space non-exhibiting companies' representatives without the express written permission of NACADA. Only companies or individuals who have contracted directly with NACADA shall be allowed in the conference as an Exhibitor. Failure to comply with this provision may be sufficient cause for NACADA to require the immediate removal of the exhibit and/or the offending Exhibitor at the expense of the Exhibitor. Failure to comply may also result in forfeiture of all further rights to exhibit at the NACADA Annual Conference in the future. NACADA may lease any space so forfeited to another Exhibitor and retain all revenues collected.

Set-up of all exhibits is expected to be completed by the specified move-in time. Please contact NACADA if you are unable to meet the move-in deadline. Exhibitor agrees that all personal property shall be removed from the exhibit each evening by the specified time, and that all personal property will be removed from the conference space no later than at the close of exhibits. No exhibit shall be packed, removed, or dismantled prior to the close of exhibits without permission from NACADA.

Exhibitor is required to maintain the daily cleanliness of their exhibit area. Exhibitors or their agents shall not injure or deface any part of the building, the booths or booth contents, equipment or décor. When such damage appears, the Exhibitor is liable to the owner of the property so damaged. Exhibitor representatives are expected to dress appropriately (business casual) during all exhibit hours (includes move-in and move-out hours).

Exhibitors are responsible for making their pre- and post-meeting shipping arrangements. NACADA's contracted decorator is able to assist with shipping arrangements, if requested and paid for by Exhibitor.

All demonstrations, sales activities, and distribution of circulars and promotional material must be confined to the limits of the Exhibitor's assigned space. All equipment for display or demonstration must be placed within the assigned exhibit area to attract observers to the area.

Should Exhibitor engage in retail sales from Exhibitor's designated space, Exhibitor shall be responsible for complying with all local and state requirements for a business license and sales tax remittance.

In the interest of the NACADA Annual Conference, the Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of participants, exhibitors, or invited guests from the educational sessions during the official hours of the sessions.

### **Cancellation**

Under the terms of this agreement, NACADA is reserving the exhibit space described in the exhibit package for the registered Exhibitor's use. In the event that an Exhibitor would need to cancel their registration, written notification must be sent to [nacadaexhibits@gmail.com](mailto:nacadaexhibits@gmail.com); telephone cancellations will not be accepted. A fee of \$1,100/conceptual package, \$700/relational package, and \$600/informational package is non-refundable. Refunds will not be made for cancellations postmarked or emailed after **September 12, 2024**. In the unlikely event that NACADA would cancel this event prior to its start date, the exhibitor fee will be fully refundable. NACADA assumes no responsibility for other expenses Exhibitor may have incurred in relation to such cancellation. If payments were made to NACADA's decorator, requests for refunds should be submitted directly to the decorator. Exhibitor may make substitutions to their registered representative without penalty.

NACADA may cancel or postpone this program because of insufficient enrollment or other unforeseen circumstances. If the program is cancelled or postponed, registration fees will be refunded, but NACADA cannot be held responsible for other costs, charges or expenses including cancellation/change charges assessed by airlines or travel agencies. Registration fees will not be cancelled and refunds will not be issued if the program is held but the registrant is unable to attend due to travel delays or cancellations caused by inclement weather, or due to other extraordinary circumstances beyond the control of NACADA. If NACADA should cancel its event, Exhibitors should confer with hotels and transportation directly regarding their cancellation policies. Requests to cancel must be made directly with the hotel or transportation company.

Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term of condition or breach of this agreement. The rights of NACADA shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of NACADA.

In the event any provision of this agreement is held invalid or unenforceable, then neither the remaining provisions of this agreement or other applications of the provisions involved shall be affected thereby.

The undersigned individual represents and warrants that they have authority to enter into this agreement on behalf of the company or organization represented and hereby agrees to the terms set forth in this agreement.

**NACADA Assumption of Risk and Waiver:** Before you register, please review [NACADA's Registration Policies](#) and the [NACADA Assumption of Risk and Waiver](#). By registering for this event, you are acknowledging that you have read and agree to follow these practices.

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**Exhibitor Signature**

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**Date**

### **Notice of Nondiscrimination:**

NACADA prohibits discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment and sexual violence), sexual orientation, gender identity, religion, age, ancestry, disability, genetic information, military status, or veteran status, in the university's programs and activities as required by applicable laws and regulations. The person designated with responsibility for coordination of compliance efforts and receipt of inquiries concerning the nondiscrimination policy is the university's Title IX Coordinator: the Director of the Office of Institutional Equity, [equity@k-state.edu](mailto:equity@k-state.edu), 103 Edwards Hall, 1810 Kerr Drive, Kansas State University, Manhattan, Kansas 66506-4801. Telephone: 785-532-6220 | TTY or TRS: 711. The campus ADA Coordinator is the Director of Employee Relations and Engagement, who may be reached at [charlott@k-state.edu](mailto:charlott@k-state.edu) or 103 Edwards Hall, 1810 Kerr Drive, Kansas State University, Manhattan, Kansas 66506-4801, 785-532-6277 and TTY or TRS 711. Revised Aug. 29, 2017