



NATIONAL HEAD START ASSOCIATION

NHSA Exhibitor and Marketing Reservation Contract Terms and Conditions

The terms and conditions set forth below become a part of the contractual agreement between the National Head Start Association, a nonprofit organization with a principal place of business at 1651 Prince Street, Alexandria, VA 22314 (hereinafter 'NHSA') and the Company reserving exhibit space and/or a sponsorship or advertising opportunity (hereinafter 'Partner').

NHSA Terms and Conditions are subject to change at NHSA's sole discretion without notice to any parties.

Event Name: 2019 National Parent & Family Engagement Conference

Event Date: December 9 - 13, 2019

Event Location: Anaheim Marriott, Anaheim, CA

1. Purpose of the Show. The Show is produced and managed by NHSA. All decisions regarding space assignments; nature and style of exhibit; floor management before, during and after Show hours; interpretations and enforcement of rules and regulations including such amendments thereto and any changes or further rules and regulations as may be considered necessary for the safe and proper conduct of the Show, and all other matters pertaining to the production and management of the Show and Conference shall be made exclusively by NHSA.

2. Reservation Procedures. NHSA uses a priority points system that grants top corporate partners' priority booth selection based on their last three year's exhibiting, sponsorship, advertising, and membership activity with NHSA before the exhibitor registration system opens publically. Once the online registration system is open to all, reservations and booth assignments are made on a first-come, first served basis.

No booth locations or marketing reservations will be guaranteed until payment in full is received.

3. Payment for Rental Space and marketing reservations. *Partner account status must be current for all obligations due to NHSA in order to participate in the conference and exhibit show.* A deposit of at least 50% of the total booth, sponsorship, or advertisement price shall be due upon reservation of that opportunity.

The full balance of the reservation is due 30 days before the start of the conference (i.e., all reservations for exhibit space, advertising, or sponsorships for the 2019 National Parent & Family Engagement Conference **must be paid in full by November 10, 2019**). If a balance has not been paid within 30 days of the start of the conference and exhibit show, NHSA reserves the right to charge the remaining balance for the reservation to the Partner's credit card on file used to make the initial registration reservation. If there is no credit card on record, the remaining balance becomes due and payable immediately. Reservations that remain unpaid within 30 days may result in forfeiture of booth, sponsorship, and/or advertising reservation. NHSA reserves the right to cancel and resell exhibit space, sponsorship opportunity, or advertisement space with no refund for companies whose accounts have not been paid in full by the balance-due date.

4. Cancellations: Deposits for exhibit space are non-refundable after allocation of space by NHSA. If the Partner cancels the agreement *in writing* prior to forty-five (45) days before the opening day of the conference (i.e., before October 26, 2019), Partner will be entitled to a 50% refund of additional moneys

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paid over the 50% non-refundable exhibit space deposit, sponsorship(s), and advertisement(s); if Partner cancels booth space, sponsorship, and advertising reservation(s) **within** 45 days of the start of the conference, the Partner will NOT receive any refund. Any unpaid funds on the account will immediately become due and payable.

5. Allocation of Exhibit Space. Every effort shall be made to allocate to the Partner the exhibit space that has been ordered. However, to facilitate an effective layout of the Exhibition and if NHSA believes it to be in the interest of the Exhibition, NHSA reserves the right to make a space reallocation at any time.

6. Modification of Booth Space. A Partner wishing to modify its booth size may make a written request to NHSA. NHSA may approve or reject the Partner's request at its sole discretion. If NHSA approves the Partner's request to modify booth size, the following fees will apply:

→ *Partner decreasing the size of their booth will automatically be charged an administrative fee of \$300.*

→ *For a request to decrease space within 45 days of Partner move-in date, Partner must pay 100% of the original contracted space rental fee, before the change is reflected.*

→ *If decreased space request is more than 45 days prior to Partner move-in date, the Partner will receive amounts paid that exceed the original 50% non-refundable deposit. Refunds will be received within 4-6 weeks following conference.*

7. NHSA's Right to Make Changes. NHSA reserves the right to make changes in exhibit space assignments

at its discretion when necessary for the proper conduct of the exhibit show. Partner agrees to pay all reasonable attorneys' fees and costs incurred by NHSA in enforcing this contract.

8. Forfeiture of Rights. If Partner notifies NHSA of its intention not to display, or if Partner shall fail to make any payments when due, or if Partner fails to physically occupy the allotted space, Partner shall thereupon forfeit its right to the use of such space, and NHSA shall have the right to dispose of such space as it considers appropriate and shall also have the right, in addition to any other legal remedy granted by law, to retain all payments made by the Partner. Any balance due on the account will become due and payable.

9. Insurance: Partners shall carry adequate insurance to protect themselves against bodily injury (including death), loss, and property damage or destruction of property claims arising from Exhibitor's participation in The Show. Said insurance shall name NHSA, the convention facility, as well as any other entity required by contract as additional insured, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against the NHSA, the convention facility, as well as any other entity required by contract. Partner must furnish NHSA with a certificate of insurance verifying such coverage with space application.

10. NHSA's Liability. NHSA shall have no liability whatsoever for any matter or thing resulting directly or indirectly from strikes, lock outs, labor disturbances of any kind, fire, delays or defaults of suppliers or Partners, or from any similar or dissimilar cause beyond the reasonable control of NHSA. In addition to the foregoing, if the holding of said Show is prevented by any government regulation or order, or if by reason of any governmental request or local, national or international disturbance or for any reason it is deemed inadvisable in the exclusive discretion of NHSA not to conduct said Show or if the conduct of said Show is interfered with; then in either such event, NHSA shall have no liability or obligation to the

Partner except that if the Partner's show space has not been made available, NHSA shall return to the Partner payments made by the Partner after deducting there from a prorated share of actual expenses incurred in connection with said Show. NHSA reserves the right to make modifications in the show hours with no liability to the Exhibitor in the event Acts of God or other events beyond the reasonable control of NHSA threaten the safe and or proper conduct of the Show. NHSA is not liable for any cancellation or disruption in the show caused by the weather or Acts of God.

11. Disclaimer and Limitation of Liability. Under no circumstances will any party be liable for special, incidental, consequential, indirect or punitive damages, including but not limited to loss of profit or income. NHSA shall be liable, subject to the limitations contained herein, for loss or damage if such loss or damage is caused by the sole and direct negligence or willful misconduct of NHSA.

12. Official Decorator: All work related to the installation and dismantling of exhibits must be performed by NHSA's authorized decorator. All necessary information will be provided in the exhibitor service manual, this includes, but is not limited to movement and delivery of materials.

13. Manual. Partner agrees to be bound by the rules and regulations set forth in the Exhibitor's Manual containing complete information on services provided by NHSA's official show management contractor. The Exhibitor's Manual is incorporated by reference here to and are hereby made a part of these Terms and Conditions.

Partner also agrees to comply with all pertinent laws, codes and regulations of federal, state, municipal or other authorities affecting the space contracted for herein. If Partner shall, in the sole judgment of NHSA violate or fail to comply with any of said rules and regulations or any laws, codes or regulations, NHSA may, at its election and without notice to Partner or other occupant and their property and effects, terminate the agreement and keep all payment made by Partner; and Partner shall forfeit its right in and to the use of said space in any manner it considers for the best interest of the Show, without liability of any kind to Partner on the part of NHSA.

14. Installation and Dismantling: Until full booth fee has been received, and certificate of insurance has been provided to NHSA, the Partner will not be allowed to set up, nor will freight be delivered to the booth. The Partners are not allowed to dismantle or breakdown their exhibit booth(s) before the Show closes (i.e., 3:30 p.m. on 12/11/2019). Failure to comply will result in a \$250 fine, loss of priority points earned for this event and NHSA will have the right to refuse future participation to Exhibitor at all NHSA events.

15. Floor Covering. Floor covering is required at every Head Start Expo. Partners are required to either provide their own floor covering or rent carpeting from the show decorator unless the hall is already carpeted. *If an exhibit space does not have floor covering in place at least four hours before the show, the show decorator will add floor covering and will invoice the Partner.* Agreeing to the contract terms is an acknowledgement that the Partner is responsible for providing or paying for the rental of floor covering in the reserved exhibit space.

16. Restrictions, Rejections and Penalties. NHSA reserves the right to prohibit the display of any article that, in its opinion, is not in keeping with the nature and character of the Show or not in harmony with the other exhibits. NHSA reserves the right in its sole discretion to provide the best atmosphere for conducting business to restrict, reject, prohibit or eject any exhibit, in whole or in part, which because of noise, safety hazards, or other prudent reasons becomes objectionable. If Exhibitor is ejected from the Show for violation of these rules and regulations, no return of space rental fee shall be made.

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17. Sound Level, Music and Copyrights: NHSA reserves the right to determine acceptable sound levels. Sound devices, audio-visual aids, etc. must not disturb neighboring exhibits. Exhibits must conform to prevailing trade show standards and practices with respect to height, size and sight line access to adjoining exhibits. If playing music, Exhibitors are responsible for obtaining permission to use copyrighted materials.

18. Exhibit Obstructions: Exhibit spaces must conform to prevailing trade show standards and practices with respect to height, size and sight line access to adjoining exhibits. If the exhibit includes a solid wall or hard structure that is 6' or taller, the Partner must receive advance approval from NHSA's exhibit sales contact at exhibits@nhsa.org; such structures may be assigned to booths along the perimeter of the Show floor to avoid obstructing the line of sight to all exhibits. Crates and boxes may not be stored within or behind the exhibit booth unless concealed under table or other furnishings.

19. Subleasing: Exhibitor may not sublease, assign, or apportion the exhibit space it has reserved. No more than one firm may exhibit in a single space without the written permission of NHSA. Further, exhibitor shall display his/her product and conduct his/her business only within his/her assigned space.

20. Children: For safety and insurance reasons, no person under 16 years of age will be allowed on the show floor during Exhibitor move-in, set-up, and tear down. During open Show hours ONLY, children under 16 will be allowed if accompanied by an adult with a conference badge.

21. Fire Prevention: All booth decorations must be flameproof, and all hangings must clear the floor. Electrical wiring must conform to the Electrical Code Rules. If inspection indicates that any exhibit has neglected to comply with these regulations or otherwise creates a fire hazard, the right is reserved to cancel all or part of this exhibit. City fire regulations must be observed. All decorative fabrics must be flameproof in accordance with the city fire prevention requirements.

22. Dismantle: NHSA reserves the right to send all goods not removed from the show site by the close of the breakdown period to a storage warehouse at the expense of Exhibitor and Exhibitor hereby waives all claims for loss or damage to such goods by reason of said removal and further agrees to pay all such charges as may be incurred for transportation and storage of such good. And in addition, thereto, Exhibitor further agrees to pay NHSA any liquidation damages that NHSA must pay to its lessor by reason of failure by Exhibitor to remove its goods from the premises as specified.