



## **NAFCU 2018 ANNUAL CONFERENCE & SOLUTIONS EXPO EXHIBIT TERMS & CONDITIONS**

### **IMPORTANT NOTE**

NAFCU's Exhibitor Terms and Conditions are an integral part of your contract for space. Please read them carefully to ensure that your firm is in compliance during the entirety of the 51<sup>st</sup> Annual Conference & Solutions Expo.

If you are using an independent contractor or display house to construct, install, or dismantle your exhibit at NAFCU's 51<sup>st</sup> Annual Conference & Solutions Expo, please make sure that they also receive a copy of NAFCU's Exhibit Terms and Conditions.

Onsite adjustments can be costly and time-consuming for your company. If you have any uncertainties at any time, contact NAFCU Show Management.

Questions regarding NAFCU's Exhibition Terms and Conditions:

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## **EXHIBITOR TERMS & CONDITIONS**

### **1. AGREEMENT TO TERMS/CONDITIONS**

**a.** The word "NAFCU", as used herein, shall mean the National Association of Federally-Insured Credit Unions, or its officers, directors, committees, members, employees, or agents acting on behalf of NAFCU, in the management of the trade show. "NAFCU" refers to the Conference Exhibition Coordinator, Vice President of Events, and other persons acting on behalf of NAFCU in the management of the trade show.

**b.** By signing the Exhibit Booth Space Application and Contract for NAFCU's 51st Annual Conference and Solutions Expo, each exhibiting company agrees, for itself and on behalf of its booth representatives and contractors or representatives, to abide by these terms and conditions, it being understood and agreed that the sole control of the exhibition hall rests with NAFCU. All matters not specifically covered by these terms and conditions shall be subject to the decisions of NAFCU. All terms of this contract will be enforced by NAFCU through the Conference Exhibition Coordinator and Vice President of Events at NAFCU.

**c.** It is the responsibility of the exhibiting company to make its booth representatives, contractors, representatives and any other company employees attending the conference aware of all exhibitor terms, conditions, and policies.

### **2. PAYMENT TERMS AND SPACE ASSIGNMENT**

**a.** A \$300 deposit for each exhibit space reserved must accompany the Exhibit Booth Space Application and Contract to reserve exhibit space. The balance must be paid within 30 days upon receipt of invoice from NAFCU. (2) Space will be assigned on a first-come, first-served basis based upon receipt of signed booth contract.

**b.** Assignment of booth space is at the sole discretion of NAFCU. Once space has been assigned, NAFCU retains the right to move an exhibitor to a different location although we will make every effort not to do so.

### **3. SHOW RULES AND REGULATIONS**

The following show rules and regulations are included to promote a successful and safe show and may be amended at any time by NAFCU to accomplish those goals. Exhibits shall be shown only in the official exhibit area as established by NAFCU. NAFCU

reserves the right to erect any exhibit (at exhibitor's expense), to prohibit the erection of any exhibit, or to require the removal of any exhibit (at exhibitors' expense if exhibiting company is not onsite) upon or from the show area. NAFCU also reserves the right to have any exhibitor or any of its representatives or guests removed from the show area if they are found to be in violation of any of this agreement's terms or conditions. If NAFCU takes any action against a party according to the provisions of this section, the exhibitor may not recover any exhibit fees paid to NAFCU.

#### **a. Use of exhibit space and exhibit activities:**

(1) An exhibitor's demonstration area shall be designed so as to include only the area contracted for and to not interfere with the rights of other exhibitors and show visitors. No exhibit may interfere with the use of other exhibits, impede access to other exhibits, or impede the free use of the aisles between exhibits. Exhibit structures are to be positioned as close to the rear of the space as possible so as to not visually impede neighboring exhibits. NAFCU shall have authority to take whatever means necessary to control objectionable activities, if necessary, at the expense of the offending exhibitor.

(2) Exhibit booths must be attended by at least one exhibitor at all times during the dedicated show hours.

(3) Amplifying equipment of any nature may not be used without written permission of NAFCU. Noisy or obstructive work, noisily operated displays or displays producing objectionable odors will not be allowed.

(4) When using costumed persons or mannequins, the exhibitor shall be sure that their manner and appearance do not offend even the most critical. Use of animals, firearms, helium or other gases is prohibited without NAFCU's prior written permission.

(5) Exhibitors wishing to offer food of any kind from their display must receive prior written permission from NAFCU and the Washington State Convention Center. Any beverage or prepared food dispensed or given away at booths must abide by the rules of the Washington State Convention Center. In order to maintain the appearance of the exhibition hall, exhibitors offering food products may be required to provide periodic cleaning services, at their expense, to all common areas of the hall.

(6) Exhibitors shall not display articles, equipment or information concerning services in any area of the Washington State Convention Center, except from within their assigned booth space or in hospitality suites reserved through NAFCU. All activities in conjunction with NAFCU's Annual Conference & Solutions Expo

outside the exhibit hall or not a part of the official NAFCU conference program organized by exhibiting companies must be approved by NAFCU by May 1, 2018 and shall not be scheduled during official conference events or exhibit hours.

(7) Exhibits found objectionable in the opinion of NAFCU, or unrelated to the products and services used by the credit union community, may be prohibited.

(8) Except for official speakers on the conference's educational program, persons connected with non-related concerns will be prohibited from exhibiting, soliciting, or displaying articles, equipment, or information about their services in any areas of the conference facilities or the hospitality suites. Exhibitors are urged to notify NAFCU if they observe unauthorized activity.

(9) In accordance with the Washington State Convention Center's regulations, any tape applied to walls, floors, carpets, furnishings, etc. must be approved by show management in advance. Any property damaged or destroyed by exhibitors must be replaced in its original condition by the exhibitor at the exhibitor's expense. This includes the removal of all tape residue. The use of packing tape is prohibited on floor surfaces. No painting of any kind is allowed inside the Washington State Convention Center.

(10) Prior written approval from NAFCU must be obtained before cash sales transactions are permitted at exhibiting booths.

(11) Retail sales exhibitors are responsible for obtaining and abiding by all pertinent sales permits and taxes as required by the City of Seattle and the State of Washington.

(12) Exhibitors are prohibited from videotaping, video streaming/wireless transmitting, photographing, or otherwise recording/documenting other exhibitors' booths, events or activities without the express written permission of NAFCU. However, an exhibit booth may be photographed or videotaped with the permission of the legitimate occupants of that booth, but that permission shall only apply to that exhibitor's booth. The prohibition against videotaping, video streaming/wireless transmitting, photographing, or otherwise recording the event extends to members of the press unless they are registered as press and possess a "press" badge/ribbon. Booth personnel should immediately notify NAFCU's show management if they believe their booth or another booth is being photographed/videotaped without NAFCU's permission. Television and/or video cameras (including webcams) are prohibited without prior written approval of NAFCU show management. NAFCU reserves the right to deny, alter

or limit such access or distribution as the event is the proprietary property of NAFCU.

(13) Exhibit designs must comply with all NAFCU regulations as set forth within this document.

#### **b. Subleasing:**

(1) Exhibitors may not sublet their space nor any part thereof, nor exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in their own names, except where such articles are required for the proper demonstration or operation of exhibitors' displays, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which, in standard practice, appears normally on the article.

(2) Co-participation by any other corporation or firm or its representatives in space assigned to the original applicant must be by prior written permission of NAFCU and shall be subject to an additional charge at NAFCU's discretion, if accepted by NAFCU. Exhibitors may not permit non-exhibiting companies' representatives to work in their booth, as only one company is permitted for each exhibit space.

#### **c. No Suitcasing Policy**

For the purpose of NAFCU's 51st Annual Conference & Solutions Expo, suitcasing shall be defined as marketing, sales, and/or hospitality events conducted by non-exhibiting/ sponsoring companies without the knowledge and consent of NAFCU.

Any person who is observed to be soliciting business in exhibit hall aisles, another company's booth, public spaces within the Washington State Convention Center, or at the headquarter hotels without the expressed consent of NAFCU will be in violation of NAFCU's no suitcasing policy and will be asked to leave immediately.

#### **d. Exhibit:**

(1) Any exhibit fees paid to NAFCU are for space rental only. If an exhibitor plans to install a display, no part of the display shall so project as to obstruct any part of the aisle or the view of adjacent exhibits, nor extend beyond the boundaries of their designated exhibit space. No exhibitor-provided display may exceed a width of 47 inches. These restrictions do not apply to rigging at exhibiting booths.

(2) The exhibit space at the facility is carpeted. Exhibitors may not utilize additional carpeting within their exhibit space.

(3) Exhibitors are encouraged to purchase furnishings through the official service contractor. Options will include "high-boy" tables as well as chairs and signs. Six-foot tables and backdrops exceeding 47 inches in width are not permitted in the Expo. Any furnishings supplied by an exhibitor appointed contractor must be similar in nature. Exhibitors are not allowed to bring their own furnishings.

(4) A standard exhibit space will measure 6ft x 6ft.

#### **e. Installation and dismantling of exhibit booths:**

(1) Installation of exhibits will begin at 9:00 a.m. on Tuesday, June 19, 2018, and must be completed before 3:00 pm on Tuesday, June 19, 2018. Exhibitors will not be permitted to erect or dismantle their display during official exhibition hours or at any other time not provided for.

(2) It is the responsibility of the exhibitor to see that all its materials are delivered to and removed from the exhibition hall by the deadlines specified by NAFCU. Should this not occur, NAFCU reserves the right, at its discretion, to cause to have a display erected or dismantled at the expense of the exhibitor and with no liability to NAFCU.

(3) No exhibit may be dismantled before 2:45 pm Thursday, June 11, 2018, after the close of the final exhibition session on that day. Exhibitors who dismantle their booth prior to this time are subject to a penalty of \$500 per single exhibit space, and may not be permitted to exhibit at future NAFCU conferences.

(4) Those under the age of 18 years of age will not be permitted into the Solutions Expo outside of dedicated exhibit hours. NAFCU will not be held responsible for injuries sustained by those in violation of this condition.

#### **f. Exhibitors and exhibitor representatives:**

(1) Each exhibiting company must name and register one person to be its official on-site representative, with authorization given to that person to enter into service contracts and to represent the company in dealings with NAFCU.

(2) A maximum of four people can be registered for each single exhibit space rented. If the exhibiting company plans to have more than that amount, they must purchase additional booth space. Each person working the exhibit must be registered and have paid the appropriate fees, regardless of the length of time they will be attending the

show. No single exhibit may have more than four persons working at any one time.

(3) Exhibit representatives shall wear proper badge identification as furnished by NAFCU at all times. NAFCU reserves the right to refuse further exhibiting privileges to companies violating this condition.

(4) Exhibitors may have access to the exhibition hall one hour prior to and one half hour following official show hours aside from dedicated setup and breakdown hours. When this rule creates a hardship on the exhibiting company, special permission may be obtained from NAFCU for access at other times.

#### **g. Admission policy:**

(1) NAFCU shall have sole control over all admission policies at all times. Admission badges will be issued and must be worn by each person attending the trade show, exhibitors and delegates alike. Badges are not transferable.

(2) NAFCU's admits only paid participants.

#### **h. Security:**

(1) NAFCU will provide 24-hour security coverage from the time setup begins until after all exhibit materials are removed following the conclusion of the trade show. Security provided by NAFCU shall be deemed purely gratuitous on its part. NAFCU is not liable for any loss or damage to exhibit items.

(2) Security personnel shall have the right to inspect briefcases, packages, or carrying containers to determine if unauthorized merchandise is being removed from the exhibit hall.

### **4. OFFICIAL SHOW CONTRACTOR AND SERVICES**

#### **a. Official service contractor:**

(1) Exhibitors are encouraged to use the services of the official service contractor (The Expo Group) to erect and dismantle their exhibits. Other service contractors may be used, provided the exhibitor, and only the exhibitor, gives written notice to NAFCU at least 30 days in advance of the show opening. Notification must include a copy of each service company's business license and certificate of liability insurance in the amount of US \$1,000,000 to NAFCU and the Washington State Convention Center. Access to the exhibit hall must be coordinated through NAFCU. All outside contractors hired by individual exhibitors must be approved by NAFCU and the official service contractor and must

adhere to all applicable rules and regulations. Any damage incurred in their specific work areas will be their sole responsibility.

(2) An exhibitor service kit will be provided online to exhibitors, no later than 60 days in advance of the event. As NAFCU receives information from its vendors, this will eventually include all complete details and deadline order dates for the following: shipping procedures, rental displays, additional decorating, furniture, signs, cleaning, lead retrieval, photography, floral, electrical, telephone, audiovisual service, drayage information and display labor.

**b. Shipping, handling, storage & removal:**

(1) Information on shipping methods and rates will be sent to each exhibitor in the exhibitor service kit. The exhibitor shall ship, at his own risk and expense, all articles to be exhibited. The official service contractor will provide storage for incoming freight, delivery to each booth, removal, storage and return of empty crates, removal and shipment of outbound freight. All charges are based on inbound weights. All shipments must be prepaid. The address on all crated materials shall include the exhibitor's name and booth number(s). Packing containers and packing/wrapping materials may not be stored under tables or behind displays.

(2) Exhibitors are strongly encouraged to ship their materials in advance, directly to the advance warehouse named in the service kit. Cash-on-delivery shipments cannot be accepted at any time. All freight must be consigned to the official service contractor. Direct shipments to the Washington State Convention Center cannot be accepted and will be refused and/or forwarded to the advance warehouse at the exhibitor's expense. Exhibitors are responsible for all expenses incurred when utilizing this method of shipping.

(3) Exhibitor material remaining in the exhibition hall after the contracted move-out time has terminated will be removed at the expense of the exhibiting company. Handling/storage fees will be imposed to cover the cost of removing this material.

**c. Contractor and labor coordination:**

(1) The official service contractor shall have control of all inbound and outbound freight to prevent congestion in the loading and unloading area and in any freight traffic area.

(2) The official service contractor shall have complete control of all freight handling from the loading dock into and out of the exhibit hall, labor hired and scheduling

and coordination of labor for the purpose of the orderly set-up, management and dismantling of the exhibition.

(3) The exhibitor shall employ only accredited labor personnel for all work, other than that which can be properly handled by the exhibitor's own personnel in accordance with local labor regulations. Information regarding specific applicable regulations may be obtained from the official service contractor.

(4) Only hand-carried items may be brought into the facility by exhibitor personnel. All items belonging to individual exhibitors must be brought in to the exhibit hall through the service entrance. No carts or trolleys may be used by exhibitors to move exhibit items under any circumstances.

(5) The following items may be hand-carried into the facility: collateral materials, giveaways, tablecloths, and retractable banners not exceeding 47" in width.

**5. COMPLIANCE WITH LAWS, STATUTES, AND ORDINANCES**

a. It is the responsibility of the exhibitor to be knowledgeable of, and in compliance with, all applicable union regulations in the state of Washington and the Washington State Convention Center.

b. The exhibitor must comply with all fire and safety laws, statutes, ordinances, and/or regulations, and all materials used by exhibitors and required by law, statute, ordinance, and/or regulation to be flameproof shall be flameproof. In addition to that which may or may not be required by law, statute, ordinance, and/or regulation, the exhibitor shall use only nonflammable material whenever possible, including, but not limited to, its use of the following items: display materials, furnishings, table coverings, decorative items, booth equipment.

c. The exhibitor warrants that all and any electrical equipment used in or relating to the exhibit, including, but not limited to, signs and lights, is in safe, good, and operable condition, able to pass the inspection of the local fire marshal.

**6. CANCELLATION OR TERMINATION OF AGREEMENT**

**a. Cancellations by exhibitor:**

Any space not occupied by 3:00 p.m., Tuesday, June 19, 2018, may be forfeited by the exhibitor, and this space may be resold, reassigned or otherwise used by NAFCU without refund unless arrangements for delayed occupancy have been approved in advance by NAFCU.

If the exhibitor desires to cancel a reservation for exhibit space, the following charges will be assessed:

1. \$300 per single exhibit space for written cancellations or reduction of space postmarked by January 19, 2018.

2. 50% of the exhibit booth fee for written cancellations or reduction of space postmarked from January 20 to March 9, 2018.

All cancellations must be in writing, via mail, e-mail or fax to the attention of NAFCU. No refunds of the booth rental fee will be made for cancellations postmarked after March 9, 2018.

**b. Exhibit Representative Cancellation:**

Written cancellations postmarked no later than May 31, 2018 qualify for a refund minus a \$75 processing fee. No refunds after May 31, 2018. Substitutions are encouraged.

**c. Cancellation by NAFCU:**

Upon cancellation or relocation of the Conference, the liability of NAFCU shall be limited to a refund of all fees paid within 30 days or applied to a future exhibition exhibit rental at a NAFCU Annual Conference & Solutions Expos.

NAFCU will not be liable for the fulfillment of this agreement as to delivery of space, if non-delivery is due to any of the following causes: destruction of or damage to the building or the exhibit area by fire or an act of God; acts of a public enemy; strikes; the authority of the law; or any cause beyond its control. NAFCU will, however, in the event it is not able to hold an exhibit hall for any of the above-named causes, reimburse exhibitors pro-rata on any rental fee paid, less any and all legitimate expenses incurred by NAFCU for advertising, administration, etc.

**7. INSURANCE**

Exhibitors agree to maintain such insurance as will fully protect NAFCU and the Washington State Convention Center from any and all claims of any nature whatsoever, including damage to property, claims under the applicable Worker's Compensation Act, and claims for personal injury, including death, any or all of which may arise in connection with the installation, operation, or dismantling of the exhibitor's display, or in connection with the display itself, or with the exhibitor's conduct and participation in NAFCU's 51st Annual Conference & Solutions Expo. Such coverage shall in no event be less than one million dollars (\$1,000,000), and exhibitors must be able to produce evidence of such coverage to

NAFCU upon request. In addition to this, exhibitors must add to their existing insurance a portal-to-portal rider at a nominal cost, protecting them against loss/damage to their materials by fire, theft, accident, etc. In all cases, exhibitors wishing to insure their goods must do so at their own expense. However, neither NAFCU nor the Washington State Convention Center will be liable for any loss of property to the exhibitor and/or their principals.

**8. HOLD HARMLESS AND INDEMNIFICATION**

NAFCU assumes no responsibility for the protection and safety of the exhibitor, its officials, agents or employees, or the protection of the property of the exhibitor or its representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Any protection exercised by NAFCU or the Washington State Convention Center shall be deemed purely gratuitous on its part and shall in no way be construed to invoke liability.

The exhibitor shall be liable for and agrees to defend, indemnify and hold harmless NAFCU and the Washington State Convention Center and their respective directors, officers, agents, and employees from and against any claims, damages, causes of action, liability and judgments arising out of or relating to this agreement. The indemnification shall include, but shall not be limited to, the costs of investigating or defending against any claims, demands, or causes of action (including attorney's fees and costs of litigation); the amounts of any findings of liability against the parties described above, and the amounts of any judgments against the parties described above. Notwithstanding anything in the foregoing, nothing in this agreement shall be construed to deprive any of the parties described of the right, in their sole discretion, to select counsel to defend themselves against any and all such claims, demands, causes of action, liability and judgments.

**9. VIOLATIONS OF CONDITIONS**

Any of the following actions by an exhibitor may constitute a violation of these Exhibitor Terms and Conditions:

- a. Use of a display which varies significantly from the Official Company Description.
- b. Violation of any municipal, state, or federal laws, rules, regulations, or safety codes.
- c. Failure to remove property from the Washington State Convention Center upon cancellation or relocation of the 51st Annual Conference & Solutions Expo.

**d. Failure to abide by these terms and conditions.**

Violation of these conditions in whole or in part may be cause for NAFCU to reject, eject, or prohibit any exhibit in whole or in part, or prohibit any further activity by the exhibitor or its representatives. NAFCU reserves the right to refuse future exhibiting privileges should any of these violations occur.

**10. AMERICANS WITH DISABILITIES ACT**

Exhibitor represents and warrants (i) that its exhibit will be accessible to the full extent required by law; (ii) that its exhibit will comply with the Americans with Disabilities Act (“ADA”) and with any regulations implemented by the ADA; and (iii) that it shall indemnify and hold NAFCU harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against NAFCU, its officers, directors, agents, or employees on the basis of the exhibitor's breach of this paragraph or noncompliance with any of the provisions of the ADA.

**11. AMENDMENTS**

Any and all matters/questions not specifically covered by the preceding terms and conditions shall be subject solely to the decision of NAFCU. These terms and conditions may be amended at any time by NAFCU, provided that such amendments shall not operate to substantially diminish rights now reserved to an exhibitor pursuant to an existing contract, and shall not operate to substantially increase the liability of the exhibitor. All amendments so made shall be binding on exhibitors equally with these terms and conditions.