



Conference Exhibitor Agreement

1. Assigning Booths

Booth locations are assigned on a first-come, first served basis. North Carolina School Counselor Association (NCSCA) reserves the right to change location assignments at any time, as it may in its sole discretion seem necessary.

2. Conference Schedule

Exhibitor Move-In: Nov. 8, 2023, 10 a.m. – 1:30 p.m.

Exhibit Hall Open:

Nov. 8, 2023, 1:30 p.m. – 6:00 p.m.

Nov. 9, 2023, 7:30 a.m. – 5:00 p.m.

Nov. 10, 2023, 8:30 a.m. – 11:30 a.m.

Exhibitor Move-Out: Nov. 10, 2023,

11:30 a.m. - 2:00 p.m.

3. Installation & Removal

All exhibits shall be operational through 11:30 a.m., Nov. 10. Thereafter, packing and removal shall be done as quickly as possible. Exhibitors shall not deface or harm the property in which the exhibits are housed. Nothing shall be tacked, nailed or screwed to walls, floors, columns or other parts of the convention center without the permission of the NCSCA and the convention center.

4. Storage

Crates, boxes and packing materials shall be stored away from the display area. Packing materials must be kept in the crates and boxes. Materials in violation of this rule will be considered refuse and discarded. Fire regulations must be strictly followed.

5. Shipping & Handling

Any packages may be sent to the following address:

Embassy Suites Hotel

Attn: NCSCA—"Please insert vendor name and contact person"

5400 John Q. Hammons Drive NW

Concord, NC 28027

The following charges will apply for receipt, storage, and delivery:

Boxes up to 36" x 24" x 24" \$10 per box

Larger boxes / display cases \$25 per box

Pallets \$200 each

(7% tax and 23% service charge will be added onto all costs)

6. Use and Care of Exhibit Space

No part of an exhibit shall obstruct the view of adjacent exhibits. Exhibits shall not be unduly noisy, glaring or otherwise objectionable. Audiovisual and other sound effects will be permitted only where and when they do not interfere with activities in adjacent booths. The Exhibitor shall maintain his exhibit in good order at his own expense. Exhibitors shall comply with any municipal, state and federal laws, rules and regulations, including, but not limited to, fire and

safety codes, building codes, the requirements of the Americans with Disabilities Act and all laws relating to access by disabled persons.

7. Prohibited Activities

The following activities are prohibited by any Exhibitor: The sale or any gift of intoxicating beverage. Conducting lotteries, raffles or drawings, except when gratis to persons registering. Drawings that require NCSCA conference registrants to be present to win.

8. Subletting Space

Exhibitors may not sublet or assign any part of their exhibit space nor advertise or display goods or services other than their own. Exhibition advertisements and displays must conform to the statement in the Exhibitor's application describing displays.

9. Failure to Occupy Space

Unless prior approval for delayed occupancy is received from NCSCA, any exhibit booth not occupied by 7:30 a.m. on Nov. 9, 2023, will be forfeited by the Exhibitor, and may be reassigned or used by NCSCA without refund to the Exhibitor.

10. Social Functions

Exhibitors may not conduct social functions in the exhibit area or in public areas of the hotel during the conference unless approved by NCSCA. Social functions shall be scheduled at a time which will not interfere with NCSCA's scheduled conference activities.

11. Security

Exhibitors shall exercise reasonable care for the protection of their materials and display in the designated exhibit area. NCSCA officers, directors, members and staff are not responsible for the safety of the Exhibitor, his agents or employees, or harm or damage to such persons resulting from theft, fire, accidents or any other cause. Exhibitors are required to provide all insurance and/or policy riders necessary to cover all exhibits.

12. Cancellation or Relocation of Conference

If NCSCA fails to hold its conference as herein provided, relocates its conference site to another hotel or city or fails to furnish Exhibitor exhibit space as stated herein, it shall refund to Exhibitor in full settlement of any loss of damage suffered or claimed by Exhibitor.

13. Cancellation by Exhibitor

If the Exhibitor notifies NCSCA in writing by Sept. 30, 2023, that it will not occupy the exhibit space stated herein, the Exhibitor will be liable for 50 percent of the exhibit fee. Exhibitors will be responsible for 100 percent of the exhibit fee if such notice is received after that date.

14. Liability and Indemnity

Exhibitor agrees to assume sole responsibility and liability for all damages and injuries arising out of, resulting from or in any manner connected with its exhibit (including installation and dismantling) that may be suffered by (a) Exhibitor and its employees and representatives (b) other Exhibitors and their employees or representatives, (c) conference participants, guests or visitors, (d) the hotel and the owners, employees and representatives thereof and (e) any other persons lawfully on or about the conference premises.

Exhibitor agrees to indemnify and hold harmless NCSCA, its members, directors, officers, employees, agents, affiliates, successors and assigns, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, including reasonable attorneys' fees or disbursements of any kind or nature whatsoever, which may be imposed on, incurred by, or asserted against NCSCA in any way relating to or arising out of this Agreement and/or Exhibitor's use of exhibit spaces at the Conference. The Exhibitor further agrees to obtain, maintain and pay for general insurance coverage in amounts sufficient to insure against liability assumed pursuant to the provisions of this section.

NCSCA shall not be liable for failure to deliver exhibit space to an Exhibitor as contracted for herein due to causes beyond NCSCA's control. In such event, NCSCA will reimburse fees paid hereunder, less expenses incurred by NCSCA including advertising, administration and related expenses.

15. Violations

In the event of violation of this Agreement, NCSCA may evict Exhibitor from the exhibit space and/or have exhibit materials removed. No fees will be returned to Exhibitor and the Exhibitor shall be liable to NCSCA for the costs associated with such eviction, less fees paid. In addition to the remedies provided in this Agreement, NCSCA shall have and may exercise all other remedies afforded to it by law for costs or damages suffered on account of such violations.

16. General Rules

Exhibitors must confine their activities to their contracted space. Exhibitors shall follow all rules and regulations of the conference hotel and NCSCA relating to the conference.