

GENERAL TERMS AND CONDITIONS FOR NPOEXPO EXHIBITORS

General Conditions

In this agreement, the following words shall have the following meanings:

- Nonprofit Management Solutions, LLC (d/b/a **NPOEXPO**) – The show organizer, as well as authorized representatives with whom the trade show is jointly organized.
 - Exhibitor – Any person who has entered into an agreement with Nonprofit Management Solutions, LLC by means of an exhibitor contract.
 - Participation conditions – The conditions that apply as described in the trade show registration form, exhibitor contract and terms and conditions documents.
 - Exhibitor contract – An agreement where Nonprofit Management Solutions, LLC makes booth space available to the exhibitor.
 - Registration form – An offer by the exhibitor to participate in the event.
 - Event – The educational trade show which is the subject of the exhibitor contract.
 - Booth – The space at the trade show which is made available to the exhibitor, its location and form to be determined by Nonprofit Management Solutions, LLC.
1. This agreement is a part of the participation conditions for the event.
 2. Deviations from this agreement shall only apply if such deviation or exemption is stated in writing and signed by Nonprofit Management Solutions, LLC.
 3. Third parties who have not entered into an exhibitor contract cannot derive any rights from this agreement.

General Provisions Regarding Participation

1. The show organizers reserve the right to alter the dates, times and site of the event or to cancel the event at all times, for reasons including but not limited to:
 - a. Insufficient interest on the part of exhibitors and/or attendees or both;
 - b. An insufficiently representative list of exhibitors;
 - c. Fire or other catastrophe at the trade show complex; or
 - d. any circumstance that, in the opinion of the show organizer, could endanger the success of the event.
2. Changes in dates, times or site do not give exhibitors the right to cancel their registrations.
3. If the event is cancelled, then the registrations shall be regarded as cancelled and any payments made by the exhibitors for booth rental will be reimbursed, after deduction of expenses already incurred for the organization of the event.
4. Under no circumstances can an exhibitor claim any right to compensation from the show organizer or show complex management as a result of event cancellation.
5. Nonprofit Management Solutions, LLC reserves the right to use exhibitor likenesses and/or comments in promotional literature related to future events.

Registration / Payment / Cancellation

1. Exhibitors must submit a registration form to indicate their desire to participate in a trade show.
2. This offer shall be deemed accepted by the show organizer as soon as it receives a signed exhibitor contract and payment from the exhibitor.
3. The organizers reserve the right to decline an exhibitor's registration for an event.
4. On the registration form, exhibitors must submit a description of the product(s) and/or service(s) they intend to represent at the trade show.
5. For exhibitors who wish to be considered for, and will pay the additional fee for the right to make, an educational speaking presentation during an *Exhibitor Spotlight* session, the exhibitor must submit an outline and/or full presentation to the show organizer with the signed exhibitor contract and payment.
6. The booth space rental fee is due, in full, with a copy of the signed exhibitor contract by the date specified in the vendor contract.
7. If an exhibitor has not paid the amount due within the specified period, the organizers will remove his/her registration from the list for that event.
8. If an exhibitor wishes to cancel a previously submitted registration, a written request to this effect must be sent to the show organizers. If the cancellation request is received and confirmed before close of business (5:00pm ET) on the cancellation due date for a given event, as specified in the exhibitor contract, a 50% refund will be refunded to the exhibitor; however, no refunds will be given for cancellation requests received after this deadline.
9. If the exhibitor is unable to use the booth space, the show organizer can, at the request of the exhibitor, substitute another acceptable exhibitor provided by the exhibitor if the cancellation deadline has not passed. If

this substitution occurs, it is the original exhibitor's responsibility to get booth rental fee reimbursement from the substituted exhibitor.

Assignment of Space

1. The exhibitor is entitled to booth space at a location specified by the show organizer and the show organizer may group exhibitors in a way that it feels is in the best interest of attendees.
2. If the total number of registrations for a given event or the number of exhibitors for a given product or service category exceeds the maximum allotted for that event, the show organizer reserves the right to refund certain exhibitors 100% of payments made.
3. The location allocated to an exhibitor may be changed at the discretion of the show organizer.

Various Prohibitory Provisions

The exhibitor is not permitted to:

1. Exhibit or advertise goods and services not listed on the exhibitor's registration form.
2. Sell and/or deliver previously purchased goods or accept money in any way for goods sold or services rendered.
3. Use the draping of his/her booth or neighboring booths for decoration or advertisement.
4. Affix posters or any other advertising material to the pillars, walls, partitions, ceilings, framework, etc. of the trade show complex whether in or outside the booth space allocated to the exhibitor.
5. Organize raffles, advertise goods and services which have not been admitted to the event, or advertise/promote enterprises or institutions which have not rented booth space at the event.
6. Connect wiring to anything other than the electrical outlets provided.
7. Keep empty packing material outside the space allocated under the table provided in the booth.
8. Exhibit articles in the booth space for the benefit of third parties.
9. Make use of the booth space in such a way that other exhibitors or visitors experience noise nuisance, blockage of access routes or walkways, or blockage of light or view.
10. Provide food of any kind (with the exception of small candies or treats) within the booth space.

Catalogue

1. The exhibitor is entitled to have his/her name mentioned in the show catalogue and to receive one free copy per booth space. The catalogue is compiled on the basis of the information which the exhibitor has submitted on the registration form.
2. The show organizer will determine the layout of the entries and reserves the right to summarize the exhibitor's information without stating specific reasons.
3. Exhibitors may purchase additional advertising space in the show catalogue at the going price.

Occupation of the Booth Space

1. Booth space is granted equally to all exhibitors in the arrangement specified per event. In general, this arrangement will be for a 10'x10' space with pipe and drape (8' tall back and 3' tall sides), one 6' draped table, two chairs, and a 7"x44" sign with company name to be hung over the back draping.
2. If more registration forms are submitted with a request for power than the show complex can accommodate, the show organizer reserves the right to notify certain exhibitors that their request for power cannot be honored. Exhibitors are not allowed to make modifications to booth connections for power provided without first consulting with the show organizer or technical representative from the show complex.
3. All materials brought by the exhibitor into the booth space must fit on top of or under the table provided or on exhibition boards or screening. No materials may be attached to booth draping or interfere with the movement of show visitors.
4. Booth set up and break down times will be announced independently for each show and are in accordance with trade show complex guidelines and restrictions.
5. The exhibitor must follow all instructions given by or on behalf of the organizers, the show complex, or the Fire Marshall pertaining to the set up, maintenance, safety, and break down of the booth.

Delivery and Removal of Goods

1. The show organizers and trade show complex staff are not responsible for receipt of goods or materials for exhibitors.
2. The exhibitor must ensure that the trade show complex is not damaged by the transport or set up of goods or materials.
3. Exhibitors may not park vehicles in such a way that access to buildings is obstructed.

4. Exhibitors will be given an opportunity to setup and remove goods or materials from the trade show complex during times specified in the exhibitor contract.
5. At the end of the event, exhibitors must ensure that the booth space allocated to them is left in the same condition as when it was received.

Insurance / Liability

1. All goods and materials, packaging included, present at the trade show complex or event or the surrounding grounds are at the expense and risk of the exhibitor.
2. The show organizers, their authorized representatives and the managers or staff of the trade show complex cannot be held liable for loss or damages, of whatever nature, to exhibitor goods, materials, or staff.
3. The exhibitor is obligated to take out insurance against all damage or harm caused by any action or negligence on his/her part or the part of those in his/her employ.

Security

1. The trade show complex and show organizers will take all measures they deem necessary for exhibitor and attendee security.
2. The exhibitor must act in accordance with any instructions the organizer gives regarding safety.
3. The exhibitor is responsible for supervision over his/her booth during the event.

Fire and Safety Regulations

1. Exits, passageways, aisles, emergency exits, stairways, etc. may not be blocked in any way.
2. All fire extinguishing equipment must remain visible at all times.
3. No highly flammable materials may be used for the decoration of the booth.
4. The exhibitor must follow all the instructions of the show organizer, trade show complex management or the fire department without delay.

Maintaining Order

The organizers are entitled, without legal intervention, to take one or more of the following steps, if need be at the expense of the exhibitor:

1. withdraw the exhibitor's badges and deny access to the event or trade show complex;
2. vacate the exhibitor's booth and take possession of the space;
3. retain or remove the exhibited goods or materials, as well as anything left by the exhibitor; and/or
4. exclude the exhibitor concerned from participation in future events.

Special Provisions

1. The show organizer cannot accept liability for damage or loss, including losses or damage due to theft, destruction or other cause, if this damage or loss is caused by third parties.
2. The exhibitor shall indemnify Nonprofit Management Solutions, LLC against all claims from third parties, for damage or loss caused by the exhibitor, his/her staff or visitors.

Disputes

1. All disputes arising between Nonprofit Management Solutions, LLC and an exhibitor regarding the exhibitor contract, this agreement, or any other agreement entered into by the parties, shall be decided by the appropriate court in the Commonwealth of Virginia.
2. All legal costs incurred by Nonprofit Management Solutions, LLC in context of the present agreement will be entirely at the expense of the exhibitor.

These General Terms and Conditions for **NPOEXPO** Educational Trade Show Exhibitors were last reviewed and updated June 30, 2007.