

2017 ACA New England Conference Exhibitor Rules & Regulations & Contract (Please read before signing page 1)

ACA New England 2017 CampEXPO Exhibitor Rules & Regulations & Contract Please sign and return Page 1

1. **CONTRACT FOR SPACE** - Applications for exhibit space are subject to approval of American Camp Association, New England (herein after "ACA, NE"). This application shall constitute a contract between ACA, NE and the applicant exhibitor ("Exhibitor") only upon (1) return of a signed copy of the application; (2) any payment amount of the booth rental charges; and (3) acceptance by ACA, NE. The application is subject to each and every condition, term, and regulation set forth herein. ACA, NE reserves the right to reject an application for any reason whatsoever in its sole discretion.

2. **PAYMENTS FOR SPACE** - Applications must be accompanied by deposit of \$500 of the total booth fee, made payable to "ACA New England" PAYMENT IN FULL of the balance of all booth fees is due no later than January 20, 2017. Failure to make payment when due will be deemed a cancellation by the Exhibitor of its booth space and this contract subject to paragraph 3 herein, and ACA, NE will be permitted to reassign the Exhibitor's booth space at its discretion. No Exhibitor will be admitted to the 2017 Conference if it has not paid in full for exhibit space. Payment may be made by check, Visa, or MasterCard.

3. **CANCELLATIONS** - Exhibitors must notify ACA, NE of all cancellations in writing. Exhibitors canceling before December 14, 2016, will be charged a cancellation fee of \$500 per booth, and ACA, NE will return all other monies paid. Exhibitors canceling after December 14, 2016, will forfeit all monies paid and will not receive any refund. The Exhibitor recognizes the difficulty in reasonably ascertaining the damages to ACA, NE resulting from an Exhibitor's cancellation. The Exhibitor recognizes that the forfeiture of deposits paid is a reasonable measure of damages for its cancellation of the contract and/or use of exhibit space. ACA, NE may cancel the contract at its discretion for Exhibitor's failure to comply with the Rules and Regulations as set forth herein.

4. **PROHIBITED ACTIVITIES** - The Exhibitor shall not conduct or permit any activities which (a) are prohibited by any applicable law, regulation, rule, or ordinance, (b) endanger the health or safety of any persons or property, (c) interfere in any way with any other Exhibitors, or (d) are inconsistent with rules, regulations, policies, or procedures of ACA, NE or the Radisson Manchester.

5. **INSTALLATION & DISMANTLING** - All setups and Exhibitor registrations will occur on the first day of the 2017 Conference, which is presently anticipated to be Thursday, March 30, 2017. The Exhibitor agrees not to dismantle the exhibit or otherwise begin packing the exhibit before the final closing time of the Exhibit Hall on the last day of the 2017 Conference, which is on Saturday, March 31, 2017 at 2:30pm. Goods and materials must be crated and packed for removal by Exhibitor immediately following the close of exhibits. Exhibitor agrees to follow rules established by the Radisson Manchester for setup and moving out. **DISMANTLING YOUR BOOTH:** Any Exhibitor who begins to pack up before the published show close time on Saturday, March 31, will be charged an additional \$250 and will not be invited to exhibit at future conferences.

6. **LIABILITY, INSURANCE, AND INDEMNIFICATION** Exhibitor agrees to indemnify, defend, and hold harmless ACA, NE and its parent and sister organizations, including but not limited to ACA National and each of their affiliates, officers, directors, employees, staff members, consultants, and commit-tee members (herein after collectively referred to as "ACAs") from any damage to its property. Exhibitor agrees that ACAs is not responsible for such damage or risk to Exhibitor's property, including but not limited to theft, damage by water, fire, or smoke, or any other cause. Exhibitors recognize and acknowledge that ACA, NE assumes no responsibility for any damage to Exhibitor's personnel or property, or for damage arising out of Exhibitor's booth. Exhibitors desiring to bring goods and/or materials for their booths prior to the

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installation time as set forth in paragraph 5 do so at their own risk and expense and in recognition of the fact that ACA, NE will not have any security personnel on premises. Exhibitor assumes all responsibility for its own exhibits. Exhibitor agrees to indemnify, defend, and hold harmless ACAs, and the Radisson Manchester, and each of their respective employees and agents, against any claims or expenses, including but not limited to reasonable attorneys' fees for the counsel of ACA, NE's choice, arising out of the use of the exhibition premises or the 2017 Conference. Exhibitor acknowledges and accepts that ACAs does not maintain insurance applicable to Exhibitor's property or personnel and that it is the sole responsibility of the Exhibitor to obtain such insurance.

7. **USE OF SPACE** - No Exhibitor is permitted to show goods other than those manufactured or dealt with by the firm in the regular course of business and approved by ACA, NE, which reserves the absolute right to withhold such approval without assigning any cause therefore. All sales activities must be confined to the limits of the booth unless approved by ACA, NE. Orders may be taken and arrangements for shipping made. Exhibitors may conduct cash-and-carry sales. Products may be demonstrated within the confines of the booth. No Exhibitor shall assign, sublet, or share the space allotted without the knowledge and written consent of ACA, NE. Displays shall not be placed in such a manner as to block, shield, or interfere in any way with other exhibits. No construction or built-up exhibit, including signs, shall exceed the overall height of the back wall without prior ACA, NE approval. Display boards and other equipment more than 36 inches in height must not extend more than 48 inches from the booth back wall in all regular aisle locations. Exceptions to this limitation may be made by ACA, NE at its sole discretion. Nothing shall be posted, nailed, screwed, or otherwise attached to walls, floors, or other parts of the building or furniture.

8. **NOISEMAKING EXHIBITS** - Exhibits that include the operation of musical instruments,

radios, public address systems, videotapes, slides, the showing of motion pictures or any noise- making machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy, disturb, or disrupt adjacent Exhibitors or their patrons, or other patrons of the 2017 Conference. Operators of noise-making exhibits must secure ACA, NE's approval of operating methods prior to the opening of the exhibit.

9. **SPECIAL NOTE TO EXHIBITORS WHO PLAY MUSIC** - Any Exhibitor who uses live or recorded music that is subject to licensing/copyright laws is strongly encouraged to obtain music licensing agreements with both ASCAP (American Society of Composers, Authors and Publishers) and BMI (Broadcast Music International). ACA, NE takes no responsibility for any claim resulting from the use of live or recorded music by any Exhibitor. This paragraph is subject to the provisions of paragraphs 6 and 18 herein.

10. **FIRE PROTECTION** - Booth decorations must be flame-proofed. Electrical wiring must conform to the National Electrical Code Safety Rules and New Hampshire Fire Department Codes. Cooking with an open flame is prohibited in the exhibit hall. The following, as well as any other equipment, activity, or circumstances identified by local fire officials, are prohibited: cooking/heating equipment having exposed heating coils or elements that could ignite a flammable material upon contact; fryers; open flames of any kind; hazardous materials of any kind. If inspection indicates that the Exhibitor is not in compliance with these regulations, or otherwise incurs fire hazard, ACA, NE reserves the right to cancel all or part of this exhibit as may be irregular. Exhibitors must comply with all applicable rules and regulations, including but not limited to those of the exhibit hall.

11. **CIRCULATION AND SOLICITATION** - Distribution of circulars or promotional material may occur only within the booth assigned to the Exhibitor presenting such materials. Those not complying will be

2017 ACA New England Conference Exhibitor Rules & Regulations & Contract (Please read before signing page 1)

immediately removed from the premises.

12. **UNAUTHORIZED SOLICITATION** - Solicitation of business on the premises of the trade show floor by anyone other than official ACA New England Exhibitors is strictly prohibited. Solicitation of business in sessions and meetings is strictly prohibited. Those not complying will be immediately removed from the premises.

13. **CHARACTER OF EXHIBITS** - ACA, NE reserves the right to restrict, prohibit, or require modification of any exhibit that it deems, in ACA, NE's sole discretion, to be unfit or otherwise inappropriate for the character of the 2017 Conference. ACA, NE reserves the right to evict any Exhibitor who refuses to comply with ACA, NE's requirement that it modify its exhibits. In the event of any restriction, prohibition, or eviction, Exhibitor shall not be entitled to any refunds or returns of exhibit fees paid to ACA, NE and will not hold ACA, NE responsible for any rentals or other exhibit expenses.

14. **ADMITANCE TO EXHIBIT HALL** - Exhibitor must register all Exhibitor personnel by the first day of the 2017 Conference. No other personnel will be admitted to the Exhibit Hall. Admittance to the exhibit hall will be limited to ACA, NE Camp Conference registrants and registered Exhibitor personnel.

15. **CARE OF BUILDING AND EQUIPMENT** - Exhibitor and its agents, personnel, and employees acknowledge and represent that they will use the Radisson Manchester Expo Center and the booths in a responsible manner, and that they will not injure or deface the walls or floors of the building, the booths, or the equipment of the booths. If such damage appears, the Exhibitor is liable to the owner of the property so damaged. Distribution of promotional gummed stickers or labels is strictly prohibited. Exhibitor agrees to return the booth in the same manner it received the space on the first day of the 2017 Conference, normal wear and tear excepted.

16. **INDEMNIFICATION** - Subject to and in conjunction with paragraph 6 herein,

Exhibitor agrees to indemnify, defend, and hold harmless ACAs, and the Radisson Manchester against any claim, damage, expense, or loss, including but not limited to reasonable attorneys' fees for counsel of ACA, NE's choice, arising out of or otherwise related to the 2017 Conference, ACA, NE, or the Exhibitor's participation in the 2017 Conference.

17. **NO ASSIGNMENT, MODIFICATION, OR WAIVER** - This Contract may not be assigned or modified without the written approval of ACA, NE. Exhibitor may not sublet or lease its booth space to any other entity or person without the written consent of ACA, NE. Failure of ACA, NE to exercise its discretion pursuant to these rules and regulations shall not constitute a waiver of any provision herein or of its rights hereunder. This is the only agreement between the parties and supersedes all other prior agreements, negotiations, or understandings, whether oral or written. All amendments or modifications to these rules and regulations or to the contract between ACA, NE and Exhibitor must be in writing.

18. **TERMINATION** - ACA, NE reserves the right to cancel the conference at any time and for any reason at its sole discretion. In the event of such cancellation, the Exhibitor's sole remedy shall be refund of rental charges previously paid to ACA, NE less any amounts otherwise owed by the Exhibitor to ACA, NE. Under no circumstances shall ACA, NE be liable for consequential, special, or incidental damages. Failure of the Exhibitor to comply with any term or provision of this Agreement may, at the sole and absolute discretion of ACA, NE, result in the immediate termination of the Agreement and forfeiture of all payments made by the Exhibitor to ACA, NE.

19. **JURISDICTION AND GOVERNING LAW** - Both parties agree that Massachusetts State law shall be the governing law for any disputes surrounding this agreement or events or incidents surrounding the ACA New England Conference. The parties further agree that the Commonwealth of Massachusetts shall be the venue for any disputes surrounding this

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agreement for events or incidents surrounding the ACA New England Conference. All parties consent to the personal jurisdiction of the courts of the Commonwealth of Massachusetts and knowingly waive any objections to the exercise of personal jurisdiction over them by the Massachusetts courts. This agreement shall be governed, construed, and enforced in accordance with Massachusetts law, without regard to the principles of conflicts of laws thereunder. In the event that any provision of this agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected thereby.

20. NO AUTHORITY - Exhibitor recognizes and acknowledges that it does not have authority to speak on behalf of ACA, NE. Exhibitor further recognizes and acknowledges that staff volunteers of ACAs, hotel employees, and other Exhibitors do not have authority to speak on behalf of ACA, NE and that any writings signed by such persons are not effective under this contract and will not otherwise bind ACA, NE.

21. LOCATION OF EXHIBITS - The 2017 Conference will be held at the Radisson Manchester. All measurements and exhibit space layouts shown on the floor plan have been approved by the Manchester Fire Department. While we make reasonable attempts not to assign competitors next to each other, Exhibitor recognizes that it is not always possible to do so. ACA, NE reserves the right to rearrange Exhibitors and exhibit booth space at its discretion and in the best interests of the Conference.

22. DECORATOR RULES AND REGULATIONS - The Exhibitor agrees to conform to all rules and regulations of the exposition's official decorator as detailed in the official service kit provided by that company. ACA, NE is not responsible for decorator, hotel, or Convention Center personnel, nor can ACA, NE guarantee that services and/or utilities promised by the decorator, hotel, and/or Convention Center

shall be available during the exposition. This year's decorator is SER Exposition Services. The Exhibitor Service Manual from SER will be sent in January 2017 with information in regard to order placement for furnishings, freight handling, labor, and rules and regulations.

23. ATTENDEE CONTACT INFORMATION - ACA, NE provides as part of the booth package contact information for our section camp members and attendees. Exhibitors may use these contact lists only twice. Exhibitors may not disseminate these contacts in whole or in part to any business who is not exhibiting in the 2017 Camp EXPO. Exhibitors failing to abide with this policy will be prohibited from exhibiting at future ACA New England Conferences.

24. THESE RULES AND REGULATIONS - are a material part of the contract between Exhibitor and ACA, NE as set forth herein.