



NHSA Exhibitor 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 District of Columbia nonprofit organization with a principal place of business at 1651 Prince Street, Alexandria, VA 22314 (hereinafter 'NHSA') and the Exhibiting Company (hereinafter 'Exhibitor').

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

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 shall be made exclusively by NHSA.
2. **Payment for Rental Space.** A deposit of at least 50% of the total booth price shall be due upon reservation of exhibit space. The full remaining balance of the total price of the booth is due on or before sixty (60) days prior to Show opening. Exhibitor account status must be current for all obligations due NHSA in order to participate in the Show.

All late payments and delinquent accounts are subject to a onetime fee equal to 10% of the outstanding balance as of the due date listed above. In the event that an Exhibitor's account is determined delinquent (30 days), the Exhibitor agrees to pay all attorney and collection agency fees and any other costs incurred by NHSA in collecting debts.

NHSA reserves the right to cancel and resell exhibit space with no refund for Exhibitors whose accounts have become delinquent and have payments that are more than 60 days late. NHSA reserves the right to vacate and re-sell booths with no refund, if the space has not been paid for in full 30 days prior to the Exhibitor move-in date.

3. **Modification of Booth Space.** An Exhibitor wishing to modify its booth size may make a written request to NHSA. NHSA may approve or reject the Exhibitor's request at its sole

discretion. Requests that result in decreased space made 30 days prior to Exhibitor move-in date, will not be considered. If NHSA approves the Exhibitor's request to modify booth size, the following fees will apply:

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

Requests to decrease space within 30 days of Exhibitor move-in date, must pay 100% of the original contracted space rental fee.

If decreased space request is more than 30 days prior to Exhibitor move-in date, the Exhibitor will receive amounts paid that exceed the original 50% non-refundable deposit.

4. **Cancellation:** Deposits for space are non-refundable after allocation of space by NHSA. If Exhibitor cancels this agreement *in writing* prior to sixty (60) days before Exhibitor move-in date, Exhibitor will be entitled to a 50% refund of additional moneys paid over the \$500.00 non-refundable deposit; if Exhibitor cancels booth space **within** sixty (60) days prior to the opening date of the show the Exhibitor will NOT receive any refund.
5. **Forfeiture of Rights.** If Exhibitor notifies NHSA of its intention not to display, or if Exhibitor shall fail to make any payments when due, or if Exhibitor fails to physically occupy the allotted space, Exhibitor 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 Exhibitor.
6. **NHSA's Right to Make Changes.** NHSA reserves the right to make changes in exhibit space assignments when necessary for the proper conduct of the Show. Exhibitor hereby agrees that should such a change in space assignment be unacceptable, then NHSA's only obligation is to refund any monies paid by Exhibitor to NHSA and Exhibitor shall not be entitled to participate in the Show. Exhibitor agrees to pay all reasonable attorneys' fees and costs incurred by NHSA in enforcing this contract.
7. **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 contractors, 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 Exhibitor except that if Exhibitor's show space has not been made available, NHSA shall return to Exhibitor payments made by Exhibitor 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.

8. **Installation and Dismantling:** Until full booth fee has been received, and certificate of insurance has been provided to NHSA, Exhibitor will not be allowed to set up, nor will freight be delivered to the booth. Exhibitors are not allowed to dismantle or breakdown their exhibit booth(s) before the Show closes. Failure to comply will result in loss of priority points for this event.
9. **Exhibitor Manual.** Exhibitor 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, Global Experience Specialists (GES). The Exhibitor's Manual is incorporated by reference here to and are hereby made a part of these Terms and Conditions.

Exhibitor 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 Exhibitor 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 Exhibitor or other occupant and their property and effects, terminate the agreement and keep all payment made by Exhibitor; and Exhibitor 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 Exhibitor on the part of NHSA.

10. **Floor Covering.** Mandatory floor covering of exhibit space is required. If floor covering is not installed four (4) hours prior to the opening of the exhibit hall, NHSA will have GES install carpet at the Exhibitor's expense.
11. **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.

12. **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.
13. **Liability:** Neither the Show nor NHSA nor the Exhibition Hall, nor their representatives shall be liable or responsible for any injury to Exhibitors or their employees or guests or visitors, while within the confines of the space or spaces contracted for by the Exhibitor, nor shall said parties be liable for the loss or damage to any goods from any cause whatsoever while the same are in transit to or from the Show, or while they are in the exhibit area. An exhibitor hereby indemnifies and holds the said parties harmless from any and all such liability. Exhibitor shall be responsible for obtaining liability insurance at his own expense and shall provide a certificate of insurance if requested by NHSA or by NHSA insurer.
14. **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.
15. **Subleasing:** Exhibitor may not sublease, assign or apportion his space. No more than one firm may exhibit in a single space without the written permission of Show Management. Further, exhibitor shall display his product and conduct his business only within his or her assigned space.
16. **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 badge.
17. **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.

18. **Official Decorator:** All work related to the installation and dismantling of exhibits must be performed by NHTSA's authorized decorator, Global Experience Specialists (GES), all necessary information will be provided by the exhibitor service manual.
19. **Insurance:** Exhibitors 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 NHTSA, 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 NHTSA, the convention facility, as well as any other entity required by contract. Exhibitor must furnish NHTSA with a certificate of insurance verifying such coverage with space application.
20. **Dismantle:** NHTSA 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 goods. And in addition, thereto, Exhibitor further agrees to pay NHTSA any liquidation damages that NHTSA must pay to its lessor by reason of failure by Exhibitor to remove its goods from the premises as specified.