

2013 Exhibitor Contract



NBMBAA 35th Annual Conference and Exposition

National Black MBA Association, Inc. | 1 E. Wacker Dr., 35th Floor | Chicago, IL 60601
 Phone: 312-236-2622 | Fax: 312-580-8705 | Email: cpd@nbmbaa.org | www.nbmbaa.org

September 10-14, 2013

George R. Brown Convention Center
 Houston, TX

COURAGEOUS LEADERSHIP:
 OWNING YOUR OWN SUCCESS
 SEPTEMBER 10-14, 2013

PLEASE PRINT OR TYPE

Exhibiting Company Name		Full Legal Company Name	Industry
Contact Name <i>(All correspondence will be sent to this individual)</i>		Title	
Address			
City	State	Postal Code	
Phone	Email		
Authorized Signature <i>(not valid unless signed)</i>		Date	

Agreement: By signing this agreement, exhibitor agrees to all Terms and Conditions and Rules and Regulations included in this Agreement.

EMPLOYER PLANS

Green – \$9,000 *(plus cost of 10'x30' or larger booth package)*

- Company logo, booth number and profile listing in Conference Guide
- Online floor plan listing upgrade, including ability to upload video
- Unlimited access to conference job match résumé database (July-December)
- (4) complimentary Exhibitor registrations
- (4) job postings in conference job match database
- (3) complimentary interview spaces in employment network - per day
- (6) Keynote Luncheon tickets (per day)
- Two tickets to Welcome Reception
- (5) one year Black MBA Magazine subscriptions

Blue – \$7,000 *(plus cost of any booth package)*

- Company profile listing on interactive floor plan & career advantage guide
- Listing of employer plan level in conference literature
- Unlimited access to conference job match résumé database (July-December)
- (5) job postings in conference job match database
- (2) complimentary interview spaces in employment network - per day
- (2) Keynote Luncheon tickets (per day)
- (3) one year Black MBA Magazine subscriptions

Red – \$5,000 *(plus cost of any booth package)*

- Company profile listing on interactive floor plan & career advantage guide
- Listing of employer plan level in conference literature
- Unlimited access to conference job match résumé database (July-December)
- (2) job postings in conference job match database
- (1) complimentary interview space in employment network – per day
- (2) complimentary Exhibitor registrations
- (2) one year Black MBA Magazine subscriptions

Tan – \$2,000 *(plus cost of any booth package)*

- Company profile listing on interactive floor plan & career advantage guide
- Listing of employer plan level in conference literature
- Unlimited access to conference job match résumé database (July-December)
- (1) job postings in conference job match database
- (1) one year Black MBA Magazine subscription

PLEASE READ CAREFULLY

Payment: A non-refundable deposit equaling 50% of the total commitment is due upon signing or is payable within 30 days of invoicing. The remaining 50% is due no later than **June 1, 2013**. NBMBAA invoices created for submission of deposit must be paid within 30 days of receipt. Failure to make final payment by due date will result in reassignment and/or cancellation of assigned exhibit space. **All outstanding financial balances to NBMBAA must be satisfied before permission to exhibit is granted.**

Cancellation: Reduction of space or cancellation of assigned exhibit space must be requested via written notification to and written acknowledgment from NBMBAA. In the event of cancellation or reduction before July 10, 2013, the Exhibitor shall be liable for 50% of the original commitment. Any balance remaining from this amount due to the Exhibitor shall be credited or refunded to Exhibitor by NBMBAA. **There are no cancellations or reductions of assigned exhibit space permitted after July 10, 2013**, at which time Exhibitor shall remain liable for the total commitment stated in this contract. In the event of a booth size reduction, the Exhibitor will be assessed a \$200.00 processing fee for every 100 square feet of reduced space. This provision shall be null and void in the case of a Force Majeure event (as defined in Section 19 of this Agreement). All cancellations must be submitted in writing to: Exhibitor Services, National Black MBA Association, Inc., 1 East Wacker Drive, 35th Floor, Chicago, Illinois 60601-1474.

BOOTH LOCATION *(provide preferred booth numbers below; assignment is based on availability)*

1st choice	2nd choice	3rd choice
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Instructions: Select a booth package below, and select the Employer Plan option which best suits participation. Indicate booth fee plus the booth package total amount due in Payment Information area. A selection in both categories is suggested for optimal ROI. *May select booth only

Employer Plan	Cost	*Booth Only
<input type="checkbox"/> Green	\$9,000	<input type="checkbox"/> Academic
<input type="checkbox"/> Blue	\$7,000	<input type="checkbox"/> Non-profit
<input type="checkbox"/> Red	\$5,000	
<input type="checkbox"/> Tan	\$2,000	

Cost is in addition to booth package.

Booth Package	Regular Price	Comp Registrations
<input type="checkbox"/> 10' x 10' Standard/Corner	\$7,000	1 Full / 4 Exhibitor
<input type="checkbox"/> 10' x 10' Academic*	\$1,500	0 Full / 2 Exhibitor
<input type="checkbox"/> 10' x 10' Non-Profit*	\$2,000	0 Full / 2 Exhibitor
<input type="checkbox"/> 10' x 10' Small Business*	\$2,250	0 Full / 2 Exhibitor
<input type="checkbox"/> 10' x 10' Government*	\$5,000	0 Full / 2 Exhibitor
<input type="checkbox"/> 10' x 20' Standard/Corner	\$14,000	2 Full / 8 Exhibitor
<input type="checkbox"/> 10' x 20' Academic*	\$3,000	0 Full / 4 Exhibitor
<input type="checkbox"/> 10' x 20' Non-Profit*	\$3,500	0 Full / 4 Exhibitor
<input type="checkbox"/> 10' x 20' Small Business*	\$4,500	0 Full / 4 Exhibitor
<input type="checkbox"/> 10' x 30' Standard/Corner	\$20,000	2 Full / 12 Exhibitor
<input type="checkbox"/> 20' x 20' Island	\$28,000	4 Full / 16 Exhibitor
<input type="checkbox"/> 20' x 30' Island	\$42,000	4 Full / 20 Exhibitor
<input type="checkbox"/> 20' x 40' Island	\$56,000	4 Full / 20 Exhibitor

Booth Package includes: 8' high background drapery, 36" high drapery dividers to define the boundaries of booth space, 7" x 44" booth identification sign with company name and booth number, one 6 ft. table & two chairs per 10' x 10' booth. Carpet must be purchased separately.

EMPLOYMENT NETWORK INTERVIEW SPACES

_____ of Additional Interview Spaces (\$1,000 each). TOTAL \$ _____

PAYMENT INFORMATION - TOTAL AMOUNT DUE \$ _____

- | | | | |
|---------------------------------------|--------------------------------------|---|---|
| <input type="checkbox"/> Send Invoice | <input type="checkbox"/> Credit Card | <input type="checkbox"/> Charge Deposit | <input type="checkbox"/> Charge Full Amount |
| <input type="checkbox"/> Visa | <input type="checkbox"/> MasterCard | <input type="checkbox"/> Amex | <input type="checkbox"/> Discover |

Credit Card Number _____ CVV _____ Expiration Date _____

Name on Card _____ Signature _____

Please note: There is a 3% processing fee for all credit card transactions



Visit www.nbmbaa.org
 for more information



NMBBAA Exhibitor Rules And Regulations

INITIAL HERE

Please read the Rules and Regulations below. This contract is not binding until accepted. When so accepted, it will constitute a binding agreement between the National Black MBA Association, Inc. (NMBBAA) and your company (Exhibitor) subject to its Terms and Conditions, including, but not limited to, the Rules and Regulations which are listed below. It is the responsibility of the Exhibitor to be fully familiar with the Rules and Regulations and to ensure that each member of the Exhibitor attending the Annual Conference is also familiar with the Rules and Regulations. NMBBAA reserves the right to adjust the Rules and Regulations at any time without notice. Current Rules and Regulations are accessible online in the Exhibitor Service Center for download to all confirmed Exhibitors.

1. Make All CHECKS payable to: **NMBBAA, Inc.**

2. **Mailing:** National Black MBA Association, Inc., 75 Remittance Drive, Suite 6515 Chicago, Illinois 60675-6515.

3. A non-refundable deposit equaling 50% of the total commitment is REQUIRED within 30 days of application to confirm booth space reserved with this signed application. **The remaining 50% is due no later than June 1, 2013.** NMBBAA invoices created for submission of deposit must be paid within 30 days of receipt. Please note that a **1.5%** late fee will be added monthly to all outstanding balances. Failure to make required payments may result in rejection of this application or in reassignment or cancellation of assigned exhibit space. Before any Exhibitor may be allowed to exhibit, all outstanding financial obligations to NMBBAA must be satisfied.

4. **Booth Assignment:** NMBBAA has sole discretion in the assignment or reassignment of booth space. Exhibitor may not reassign or sublet assigned exhibit space, in whole or in part, without prior written permission of NMBBAA. Booth assignment is based on the date of postmark, Exhibit Booth requirements and other criteria deemed necessary to ensure the overall success of the Annual Conference.

5. **Contract:** This application, when accepted by NMBBAA, constitutes a binding legal agreement. Acceptance of application is deemed to occur only when confirmed to Exhibitor.

6. **Cancellation:** Exhibitor may not cancel this contract or reduce the amount of assigned exhibit space without written notification and to written acknowledgment from NMBBAA. In the event of cancellation or reduction, Exhibitor shall be liable for 50% of the original commitment. Any balance remaining from the original commitment that has been paid by Exhibitor shall be refunded to Exhibitor by NMBBAA. **There are no cancellations or reductions of assigned exhibit space permitted after July 10, 2013,** at which time Exhibitor shall remain liable for the total commitment stated in this contract. In the event of a booth size reduction, the Exhibitor will be assessed a \$200.00 processing fee for every 100 square feet of reduced space. Please Note: **Exhibit space will be released if full payment is not received by June 1, 2013.** All cancellations must be submitted in writing to: Exhibitor Services, National Black MBA Association, Inc., 1 East Wacker Drive, 35th Floor, Chicago, Illinois, 60601-1474.

7. **Agreement:** By affixing his/her signature to this agreement, the Exhibitor certifies that he/she has read and agrees to all Terms and Conditions, as well as Rules and Regulations written or implied by this agreement.

8. **Inquiries:** Contact Exhibit Services via fax at (312) 580-8705.

9. **Contract for Space:** The request for booth space, upon acceptance by NMBBAA, constitutes a contract for rental of the space assigned between NMBBAA and the Exhibitor, provided.

10. **Space Assignment:** NMBBAA has sole discretion in the assignment or reassignment of booth space. Exhibitor may not reassign or sublet assigned exhibit space, in whole or in part, without prior written permission of NMBBAA. Booth assignment is based on the date of postmark, and other criteria deemed necessary to ensure the overall success of the Annual Conference. NMBBAA has the right to alter an Exhibitor's assigned space if it is deemed necessary in the best interest of the Annual Conference.

11. **Character of the Annual Conference:** NMBBAA reserves the right to make such additional conditions, Rules and Regulations as is deemed necessary to enhance the success of the conference, and to decline or prohibit any exhibit which, in its judgment is not in keeping with the character of the Annual Conference, this reservation being all-inclusive as to persons, things, printed matter, products, and conduct.

12. **Auxiliary Services and Labor:** Decorating, drapery, furniture rental, drayage, sign painting and labor will be handled by the official service contractor. The Exhibitor shall provide only the material and equipment that is owned and is to be used in the exhibit space. All other items used in the booth are to be provided through arrangements with the official service contractor. Payment for services provided to the Exhibitor by the contractor is the responsibility of the Exhibitor. All services not ordered in advance must be procured through the Exhibitor's Service Center. All labor requirements can be acquired from the official service contractor.

13. **Display Construction and Limitations:** NMBBAA bases the allocation of booth space by the designated plan selected in this application. Also review the Exhibitor Service Guide for current rules:

a) **Booth Construction:** NMBBAA must approve any canopies or ceilings over the front half of the exhibit booth area no later than 30 days prior to the Annual Conference.

b) **Booth Signage/Decorations:** Nothing can be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors, or other parts of the building, booth structures or furniture. Balloons, stickers and decals are not allowed in the building. Each Exhibitor is entitled to a reasonable sight line from the aisle regardless of the size of the exhibit.

c) **Space Restrictions:** Aisles and other spaces in the Annual Conference are not leased to Exhibitors. No booth is to extend into this space. All displays, interviews, lectures, demonstrations or other type of activity shall be conducted inside the contracted space. Limited private interview space is available at a separate cost through the Employment Network Program.

d) **Booth height and depth:** Within the exhibit area, the exhibit or display height is restricted to a maximum of 20 feet. Exhibits shall be constructed and arranged so that they do not obstruct the general view nor hide the exhibit of others. If a side wall or product(s) is taller than 42 inches, it should not extend more than five feet from the back wall.

e) **Prize drawings and promotions:** Prize drawings will be allowed within the guidelines furnished by NMBBAA. Distribution of trade publications, invitations, circulars, business cards, novelties, etc. may be made only within the space assigned to the Exhibitor distributing such materials and must be able to fit into a giveaway bag.

f) **Solicitation and product sales:** Exhibitor may exhibit and demonstrate products on the basis of their potential information and commercial value, not for the purpose of selling on the Exposition floor. All Exhibitors are required to adhere to such Rules and Regulations as may be established by the US Internal Revenue Service to insure continued income tax exemption for the NMBBAA Annual Conference. No person, firm or organization not having contracted with NMBBAA for the occupancy of booth space will be permitted to display or demonstrate its products/services, or distribute promotional materials in the Exhibit Hall, public areas of the center or in hospitality suites. Any infringement of this rule will result in the prompt removal of the offending persons from the Hall.

g) **Sound:** Exhibitors operating sound equipment will be expected to keep the sound at a reasonable volume. No sound effects that carry to adjoining booths are permitted. Headsets with videos are acceptable. Showing of videos, slides, transparencies, opaque materials, etc. will only be permitted within the confines of the Exhibitor Booth.

h) **Lighting:** Spotlights and floodlights must not interfere, distract or annoy others. Clip on types are not allowed.

i) **Storage:** Fire regulations prohibit any storage in the Exhibit Hall. Arrangements for storage are the sole responsibility of the Exhibitor. All packing containers, cardboard boxes or corrugated paper, excelsior and wrapping paper must be removed from the Exhibit Hall prior to the opening of the event. Storage arrangements can be made by visiting the Exhibitor's Service Center at least one (1) hour prior to product needs. There is an additional cost for this storage.

j) **Safety Provisions:** Exhibitor must provide the necessary shielding or safety items to protect attendees, other Exhibitors and all others from equipment that is operable or from any other material, processes or operations which might cause bodily harm.

k) **Food:** Exhibitor may serve food at their booth only if provided through the designated representative of NMBBAA.

14. **Security/Guard Service:** While NMBBAA will provide twenty-four (24) hour security from Monday through Friday, protection of the property and insurance thereof are the Exhibitor's sole responsibility. Exhibitor agrees that NMBBAA has no obligation to provide security services and NMBBAA makes no representation whatsoever with the respect to the security of the premises. Individual booth security is available at an additional fee to Exhibitor.

15. **Non-Liability:** It is expressed, understood and agreed by each and every contracting Exhibitor, his/her agents and his/her guests that neither NMBBAA, nor its employees, nor its contractors shall be liable for loss of or damage to the goods or properties of Exhibitor. At all times such goods and properties remain in the sole possession and custody of each Exhibitor.

a) **Removing items:** Exhibitors are required to complete an Equipment Removal Pass and sign for any equipment removed from the Exhibit Hall.

16. **Indemnification Clause:** Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action (hereinafter, the "Claims") resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors,

members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable. In the event Claims are asserted against either party, each party agrees to provide written notice within 10 working days of the existence of such Claims to the other party. Moreover, both parties agree to cooperate and coordinate in the defense of such Claims so as to avoid unnecessary expense and fees. The parties further agree that their liability for attorney fees incurred by the other party in the defense of any Claims shall be limited to those reasonable fees necessary for the defense of the party.

17. **Exhibitor's Admission Credentials:** Exhibitor shall furnish NMBBAA with an advance list of its representatives prior to the event. Representatives must register upon arrival, and are required to wear identification badges containing the name of the firm that contracted space at all times. The badges are not transferable, and NMBBAA reserves the right to withdraw the use of a badge used to gain admission to the Annual Conference by any person other than the one for whom it was issued. Exhibitor will be admitted to the Exhibit Hall at least one (1) hour before the opening of the hall, each show day. Any special arrangements must be made in advance.

18. **Exhibit Hours, Installation and Dismantling:** The hours during which the Annual Conference will be open are outlined in the Exhibitors Service Manual. Under no circumstances may dismantling occur before the dismantling hours specified. All freight must be removed from the Exposition floor by Friday night. Exhibitor shall be liable for all storage and handling charges for failure to remove exhibit by specified time and date. These hours are subject to change.

19. **Annual Conference Postponement and/or Cancellation:** NMBBAA, at its discretion, shall have the right to postpone or cancel the Annual Conference and Exposition, and shall be liable in no way to the Exhibitor for losses resulting from such delay or cancellation. NMBBAA will not be liable for the fulfillment of this contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: By reason of the facility being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Annual Conference, or for any cause beyond its control.

20. **Insurance:** To fulfill the requirement of the George R. Brown Convention Center, Exhibitor agrees to maintain comprehensive general liability insurance with minimum limits of \$500,000 per occurrence. Evidence of this insurance shall be delivered to NMBBAA in the form of a certificate, naming the Houston First Corporation and the City of Houston as additional insureds. Additionally, Exhibitor must maintain workers compensation insurance, and the insurance certificate should so state that coverage is in effect. All policies should contain an endorsement waiving any claim or right of subrogation against Houston First Corporation and the City of Houston.

21. **Unsanctioned Events:** Exhibitor will not in any way sponsor any events purported to be co-sponsored by NMBBAA or which directly conflict with Conference events, which are listed in the Conference materials ("Unsanctioned Events") one week prior to, during, and one week following the Conference (within 50 miles of the Host Site). Failure to abide by this requirement will result in a breach of the agreement by Exhibitor. Unsanctioned Events do not include events sponsored by Exhibitor which do not directly conflict with Conference events or which are small, invitation-only events designed for recruiting or networking purposes.

22. **Consortiums** must adhere to the aforementioned Rules and Regulations, as well as the Terms. Consortium aisle carpet must be uniform with Exhibit Hall aisle carpeting. **All Consortium participants (Exhibiting companies) agree to abide with location modifications and/or aisle/space assignments made on behalf of the Consortium by the Consortium delegate. The NMBBAA is neither liable nor responsible for communicating modifications; it is understood all modifications deemed necessary have been ratified by all Consortium parties. New Consortium inquiries contact the NMBBAA Corporate Partner Development via fax at (312) 580-8705 or email at cpd@nmbaa.org.** A minimum of 6 companies is required to activate a new Consortium.