

# NACUMS 2010 Conference Vendor Terms & Conditions

**RULES AND REGULATIONS:** By participating as an exhibitor in the National Association of College and University Mail Services (NACUMS) Annual Conference and Exhibition, you, your company, and your company representatives agree to the following terms and conditions. These terms and conditions will be strictly enforced, and violators may be asked to leave the exhibition area and may impair their exhibit opportunities at future NACUMS meetings.

**SHOW MANAGEMENT:** The exhibition is organized and managed by the National Association of College and University Mail Services (NACUMS). Any matters not covered in these Rules and Regulations are subject to the interpretations of the NACUMS Board of Directors and the NACUMS Conference Representative or his or her designee, and all exhibitors must abide by their decisions. Exhibitors must comply with the policies and procedures of the Hotel Albuquerque and Convention Services of the Southwest, Tradeshow Services Contractor. NACUMS shall have full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of exhibitors. Each exhibitor, for themselves and their employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto.

**EXHIBITOR APPLICATION AND BOOTH ASSIGNMENT PROCESS:** Vendor Members who submit their applications and payment by **May 7, 2010** will be given preferred placement assignments and will be contacted to select their placement based on available locations in order of registration date. Nonmember exhibitors will have their space assigned by the NACUMS Conference Representative at his/her sole discretion. All applications received after May 7, 2010 will be assigned remaining booths and the final arrangement of space will be determined by NACUMS Conference Representative at his/her sole discretion. Each company will receive an e-mail or letter of confirmation. Information regarding exhibit setup and the event site will be mailed to the company contact. It is the responsibility of the company contact to disseminate exhibit information, along with these rules and regulations, to the appropriate company representatives. NACUMS reserves the right to exercise its sole discretion in the acceptance or refusal of applications.

**SUBLEASING OF SPACE:** Exhibitors may not assign, sublet or apportion to others the whole or any part of the space allocated. Exhibitors may not display goods or services other than those manufactured or regularly distributed by them. Subsidiary companies, whether wholly or partially owned, may not be combined with or share space with a parent company and each subsidiary company must register separately to purchase its own booth space.

**REFUNDS/ CANCELLATION:** All exhibit space cancellation requests, whether all or part of purchased space, must be submitted in writing to the NACUMS Conference Representative. If written notice of cancellation is received before April 30, 2010, a full refund, less an administrative fee, will be issued. Administrative fee of \$250 will be charged for those companies included in printed materials; administrative fee of \$150 will be charged for companies not included in printed materials. For written cancellations received between May 1, 2010 and June 7, 2010 a 50 percent refund will be issued. No refunds will be issued after June 7, 2010. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount set forth above, regardless of whether or not NACUMS enters into a further lease for the space involved. In the event that fire, strike, acts of God or other causes beyond the control of NACUMS causes the exhibit to be cancelled, full refund of the exhibit rental fees will be made, which is the limit and extent of NACUMS' liability for such cancellation. NACUMS shall not be held liable for failure to hold the NACUMS Annual Conference and Exhibition as scheduled.

**FAILURE TO OCCUPY SPACE:** Should any rented space remain not set-up or unoccupied one hour before opening, 11:00 am, on the opening day, Sunday, July 11, 2010, or for any time thereafter, NACUMS reserves the right to rent such space to any other applicant or to eliminate such space and no refund shall be made to the original renter. Exhibitors who require delayed occupancy must make request to NACUMS Conference Representative in writing before July 1, 2010.

**EXHIBITOR PERSONNEL:** Exhibitor badges will be made available to registered company exhibitor personnel. The official NACUMS badge must be worn whenever a representative is in the exhibit hall during exhibition. All personnel representing the exhibitor or his or her agents on the exhibit floor during installation and dismantling must be properly identified.

**BOOTH REPRESENTATION:** Booth rental includes registration for two (2) representatives for the first booth space. Additional spaces beyond the first booth are rented at a discounted rate and do not include attendance for additional company representatives. Additional representatives must purchase an Additional Representative badge, regardless of the number of additional tables purchased. There will be a limit of four (4) representatives per booth space purchased in the NACUMS exhibit hall. Only paid, registered representatives will be allowed in the NACUMS exhibit hall.

**CONFERENCE ATTENDANCE:** Participation as an exhibitor provides you and your staff complimentary badges. The badges provide you the same benefits of a registered attendee. You are welcome to attend the general and educational sessions on July 11 and July 12, 2010. Non-exhibiting companies or representatives are not permitted to attend the Conference.

**PRESIDING RULES:** The presiding rule of the show is to be considerate of attendees, other exhibitors, conference staff and other guests of the hotel. Respectful treatment of other exhibitors and their products is expected. Accordingly, the following are strictly prohibited:

- Noisy or undignified displays including sound devices; flashing lights; megaphones; loud speakers, or side show tactics
- Outside activities during official show hours that would encourage attendance away from exhibit premises
- Never enter any other firm's display uninvited and never when it is unattended
- Conduct business activities in a manner that interferes with easy navigation of the aisle in front of the Exhibitor's booth(s). Demonstrations and sales activities are to be conducted primarily within the Exhibitor's designated booth space. Displays shall not be arranged so that it is necessary to stand in the aisle in front of the designated spaced in order to sell.
- Use entertainers or performers beyond the confines of the exhibitor booth space(s) by whom employed at any time. Entertainment is not to distract other exhibitor and attendee conversations. All entertainers, performers or demonstrators must be properly attired at all times. Exhibitors wishing to use entertainment for promotion of their booth(s), products, or services must seek approval from the NACUMS Conference Representative at least two weeks prior to the conference event.
- Distribute advertising or promotional materials outside of the exhibitor's designated booth(s). The exchange of business cards from registered exhibitors is permitted. Canvassing or distribution of advertising material or souvenirs in the exhibit hall by representatives of non-exhibiting firms is strictly forbidden.
- Have access to the exhibit hall during non-exhibit or set up and dismantle hours. Exhibit hall hours will be included in the exhibitor information package.
- Tamper with or remove materials from any booth other than the exhibitor's own.
- Provide any food/beverage (excluding candy/mints) to attendees without written permission from NACUMS at least two (2) weeks prior to start of the conference.
- Exhibitors presenting program sessions during the conference are to adhere to the Program Guidelines established by the NACUMS Conference Committee.\*

\*The Conference Committee specifically requires that interest sessions not be used as an opportunity to make a sales-type presentation that promotes their products or services during a program presentation. While these comments are often well-intended, they are typically not well received by attendees and are often considered inappropriate. Interest sessions are not an appropriate forum for sales. Exhibitors are expected to exhibit professionalism, and will not make disparaging remarks about competitors during presentations. In no case shall logos or company names be used in slides or hand out materials. **Platinum Level Sponsors** who are entitled to a special presentation to attendees may structure the session in a manner they deem appropriate, and may be used as a forum for sale of their product or service for this special presentation only. This special presentation may not make reference of any nature to any competitor's product or service.

**CONDUCT:** All exhibits will be to serve the interest of NACUMS members and will be operated in a way that will not detract from other exhibits, the exhibition, or the meeting as a whole. The Conference Representative reserves the right to request the immediate withdrawal of any exhibit that NACUMS believes to be injurious to the purpose of the Association. NACUMS reserves the right to refuse to admit to and eject from the exhibit building any objectionable or undesirable person or persons. The use of sideshow tactics or other undignified methods considered by NACUMS to be objectionable are expressly prohibited in the exhibition area and in any meeting room.

**FIRE, SAFETY AND HEALTH:** The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. Fire regulations require exhibitors to keep displays, products, signage, and any other materials within their space limitations. If any of these items are found to be in aisle space, the exhibitor is liable for municipal fines and will be asked to correct the situation. The exhibitor must take all necessary fire precautions and no combustible material will be stored in or around exhibit booths.

**ARRANGEMENT OF EXHIBITS:** Any portion of the Exhibit that obstructs the view, interferes with the privileges of other exhibitors, extends beyond the designated booth space or for any reason becomes objectionable, must be immediately modified or removed by the exhibitor. NACUMS reserves the right to inspect the quality of the appearance of each booth prior to show opening. Where necessary, masking drape will be placed to cover unsightly wires, unfinished back walls, etc. at the exhibitor's expense.

**DISPLAY DISMANTLING & REMOVAL:** No part of an exhibit shall be dismantled nor material removed during the exhibit hall hours without special permission from NACUMS. No exhibit shall be dismantled before the official closing of the NACUMS exhibition area, 5:00 pm, Monday, July 12, 2010. Once setup, no part of an exhibit may be prematurely removed without consulting with NACUMS. Exhibits must be removed from exhibit hall no later than 7:00 pm, Monday, July 12, 2010.

**LIABILITY:** Exhibitor assumes responsibility and hereby agrees to protect, indemnify, defend, and hold harmless NACUMS and any of its boards, officers, employees, volunteers, conference attendees or member institutions, Convention Services of the Southwest and its employees and agents and the Hotel Albuquerque and its employees and agents against all claims, losses, and damages to persons or property, governmental charges or fines, and attorney fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of Convention Services of the Southwest or the Hotel Albuquerque, their employees, and agents. NACUMS will not be liable for loss or damage to the property of exhibitors or their representatives or employees from theft, fire, accident or other causes. NACUMS will not be liable for injury to exhibitors or their employees or for damage of property in their custody, owned or controlled by them, which claims for damages, injuries, etc., may be incident to or arise from, or be in any way connected with their use or occupation of display space, and exhibitors will indemnify and hold harmless against such claim. The exhibitor assumes all liability for any damage to the facility's floor, walls, lighting fixture, etc. as a result of exhibitor negligence. The exhibitor will abide by and observe all laws, rules, regulations and ordinances of any governmental authority and of the contracted facility. NACUMS will make reasonable efforts to ensure that the exhibit hall be secured during non-exhibition hours; however, NACUMS makes no warranty, expressed or implied, that security measures will avert or prevent occurrences that may result in loss or damage. Each exhibitor must make provisions for the safeguarding of his or her goods, materials, equipment and display at all times. By signing this agreement, exhibitor acknowledges that the NACUMS Annual Conference is an open booth exhibition and that the primary responsibility for safeguarding your exhibit and its contents is the exhibitors. Please secure or take with you any valuable or proprietary items during non-exhibit hours.

**HANDOUT MATERIALS:** Promotional give-aways and exhibitor prize raffles will be permitted and must be coordinated with NACUMS Conference Representative. All handout materials are expected to be of a professional nature. NACUMS reserves the right to disallow any materials, prizes or give-away items that they believe to be inappropriate.

**HOTEL & CONVENTION CENTER USE:** Showing of equipment or product presentations to registered members or guests of NACUMS by exhibiting firms other than on the exhibit floor during the official hours is expressly prohibited. Exhibitors may not use the hotel(s) to distribute literature, gifts, etc. to attendees unless approved in writing by NACUMS.

**PHOTOGRAPHY:** Photos taken by NACUMS may be used in promotional pieces and shall be the sole property of NACUMS. Photography or videotape any product, material, or booth other than the exhibitor's own is strictly prohibited. Any photography in the Exhibit Hall must be preauthorized by the NACUMS Conference Representative, and be supervised by a Conference Committee member.

**VIOLATIONS:** Violation of any Rules and Regulations by the exhibitor or his or her employees or agents shall, at the option of NACUMS, forfeit the exhibitor's right to occupy space and such exhibitor shall forfeit to NACUMS all monies paid or due. Upon evidence of violation, NACUMS may take possession of the space occupied by the exhibitor, and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages that NACUMS may incur thereby.

**SEVERABILITY:** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

**ENDORSEMENTS:** Having an exhibitor relationship with NACUMS does not indicate that NACUMS endorses the product or service of said exhibitor.