



# Exhibit Terms

## SPONSORSHIP/PURPOSE

The NEHA Annual Educational Conference (AEC) & Exhibition is sponsored by the National Environmental Health Association, a non-profit association. The purpose of the exhibition is to complement the professional meetings and program sessions by enabling attendees to see, hear, examine, and question the latest developments in programs, equipment, supplies, and services which are represented.

## EXHIBITION DATES AND TIMES

Exhibition dates are June 18 and 19, 2007; conference dates are June 18-21, 2007. Hours for the exhibition are scheduled as June 18, 6:00 to 9:00pm; and June 19 8:00 to 11:30am and 1:45 to 4:00pm, but are subject to change at the discretion of NEHA.

## GENERAL

The words "association" or "NEHA" shall mean the National Environmental Health Association, its officers, committees, agents or employees acting for them in the management of the AEC & Exhibition. The association reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the exhibition. NEHA reserves the right to decline, prohibit, or expel an exhibit which, in its judgment, is out of character with the intent and/or purpose of the exhibition and/or is in violation of this contract or any rules, regulations or association policies now or hereafter in effect. NEHA reserves the option in any emergency either to substitute comparable display space if required by unforeseen circumstances, or to refund the exhibit fee.

## ADDITIONAL REGULATIONS

Exhibitors shall be bound by all pertinent laws, codes, and regulations of municipal or other authorities having jurisdiction over the exhibit facility or the conducting of said exhibit, together with the rules and regulations of the owners and operators of the facility in which the exhibition is held.

## TAXES AND LICENSES

Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, state, or federal law applicable to their activity at the exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, or other charges that shall become due to any governmental authority in connection with their activities at the exhibition.

## RETAIL SALES PROHIBITED

All over-the-counter sales or sales of any kind that involve the exchange of currency for goods received during the exhibition are prohibited.

## INSURANCE

An exhibitor shall carry its own insurance. NEHA and the exhibition facility assume no responsibility for the safety of the properties of the exhibitor, its officers, agents, or employees from theft, damages by fire, accident, or any other cause whatsoever, and the exhibitor expressly agrees to save and hold harmless NEHA, the decorator/exposition company, and the exhibition facility and their respective management, agents, and employees from any and all liability resulting from injuries or damage to exhibitor, its agents, employees, persons, and/or properties in connection with the exhibitor's use of the exhibit space. **By signing this contract, the exhibitor is certifying to NEHA that it has liability insurance coverage currently in place that is adequate to cover exhibitor's potential liability arising from the exhibitor's participation in this AEC & Exhibition.**

## SUBLETTING OF SPACE PROHIBITED

Exhibitor agrees not to assign, sublet, or apportion space or any part thereof allotted to him/her, and not to exhibit or advertise goods other than manufactured or sold by him/her in the regular course of business unless approved in writing by NEHA.

## SOLICITATION

Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the exhibitor's booth. Exhibitor's exhibit or product may not extend into any aisle.

## COMPETING PRODUCTS OR SERVICES

If an exhibitor is promoting a product and/or service which is competitive to something that NEHA or its interests offers, it is expected that such an exhibitor shall not demean, deface or otherwise disparage NEHA or its interests.

## BOOTH PACKAGE

The booth package shall consist of two badges to attend all regular educational sessions, two tickets for the Networking Luncheon, and for the Exhibition Grand Opening & Party, three direct mail lists (pre- and post conference, and member or specialty lists), a link to the organization's Web site from the AEC section of the NEHA Web site, one 6' draped table, two chairs, one wastebasket, an identification sign, off-hour security, and an organization listing (if space is reserved by 4/30/07) under up to two categories in the Conference Program Guide.

## BOOTH SET-UP SPECIFICATIONS

No display may exceed a height of 8' on the back wall nor be higher than 4' on the side, without the consent of NEHA in writing. Double end cap booths (10' x 16' approximately), may not exceed a height of 8' for the middle 1/2 of the booth or 4' on the remaining outside 1/4 of each side, which allows for a visual sight line down each row behind them.

If an exhibitor plans to install a completely constructed display of such a character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof shall project as to obstruct the view of adjacent booths.

No exhibitor shall so arrange his/her exhibit so as to obscure or prejudice adjacent exhibitors in the opinion of NEHA.

Dimensions of all exhibit areas are believed to be accurately stated on the floor plans, however, NEHA will assume no liability for any discrepancies that may actually occur.

## EXHIBITOR SERVICE PACKET

An exhibitor service packet shall be furnished to the exhibitor prior to the exhibition. This packet will include specifications for shipping, drayage, labor requirements, labor rates, electricity, lighting, water, carpeting, furniture, telephones, etc. This manual is to be read over carefully by the person in charge of preparing the exhibit.

## INSTALLATION AND DISMANTLING

The specific requirements as to time for installation and dismantling of exhibits shall be as set forth in the exhibitor service packet supplied to each exhibitor prior to the event. NEHA expressly reserves the right to determine rules subject to all installations and dismantling done by any exhibitor at this conference.

## PROTECTION OF FACILITIES

Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors or other parts of the convention hall exhibit area without written permission from NEHA. Packing, unpacking, and assembly of exhibits shall be done only in designated areas and in conformity with directions of NEHA, the convention facility manager or assistants.

## FACILITY LIGHTING AND TEMPERATURE

Facility lighting does not illuminate all areas evenly and effectively and NEHA will not assume responsibility for providing additional lighting. The exhibitor may order additional lights at the prevailing rates (see Exhibitor Service Manual). NEHA will not assume responsibility for the temperature levels of the exhibit hall during set-up, show, and tear-down.

## DEFAULT OF OCCUPANCY

It is further agreed that actual occupation of the exhibit space by an exhibit is essential. Should the exhibitor be unable to occupy the space by the determined date and time, then the association is authorized to occupy or cause said space to be occupied in such a manner as it may deem in the best interest of the exhibition, without any rebate or allowance whatsoever to the exhibitor and without in any way releasing said exhibitor from any liability, or from any of its other obligations under this contract. Said exhibitor expressly agrees to pay the exhibition the full sum set forth.

## CANCELLATION AND REFUND POLICY

Cancellation of all, or part, of the exhibit space must be in writing to NEHA. Exhibitors cancelling before March 15, 2007, will receive a full refund, less a \$75 processing fee. Exhibitors cancelling between March 15 and April 15, 2007, will forfeit 50% of the total rental. No refunds will be issued after April 15, 2007. If the exhibitor does not make full payment when due under the terms of this contract, NEHA reserves the right to terminate this contract and the exhibitor shall be responsible for payment to NEHA of all amounts which would have been due NEHA, under the terms of this contract.

## BUILDING OCCUPANCY

NEHA will not be liable for the non-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, acts of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the exhibition, or for any cause beyond its control. It will, however, in any of the above named reasons, reimburse exhibitor on a pro-rated basis on any amount paid, less any and all legitimate expenses incurred, such as, but not limited to, rent, advertising, salaries, operating costs, etc.

THIS CONTRACT HAS BEEN REVIEWED BY LEGAL COUNSEL TO NEHA AND IS APPROVED AS TO ITS FORM AND EXECUTION.

THIS CONTRACT SHALL BECOME EFFECTIVE UPON THE DATE OF ACCEPTANCE BY THE ASSOCIATION.