



North Carolina  
School Psychology Association

## Exhibitor Terms and Conditions 2022 NCSPA Fall Conference

**1. Assigning Booths:** Booth locations will be assigned by the North Carolina School Psychology Association (NCSPA) Fall Conference Committee based upon the respective Exhibitor Package purchased. NCSPA reserves the right to change location assignments at any time, as it may, in its sole discretion, seem necessary.

**Virtual Exhibit Hall** - *The Virtual Exhibit Booth space is for Exhibitors to display company information (such as their logo, contact information, video or photo gallery and/or a link to their website) as well as resources for participants to download. Resources will be available to participants until the end of the 2022 calendar year. Virtual Exhibitors will be listed alphabetically by sponsorship level. NCSPA is not to be held responsible if a perceived competitor's logo is located near or next to each other in the digital listing.*

**2. Installation & Removal:** All exhibits shall be operational by 8:00 am each morning of the conference. At the end of the conference, packing and removal shall be done no later than 2:00pm on Tuesday, October 25th. Exhibitors shall not deface or harm the property in which the exhibits are housed. Nothing shall be tacked, nailed, or screwed to walls, floors, columns or other parts of the convention center without the permission of the NCSPA and the convention center.

**Virtual Exhibit Hall** - *The information to include in the Virtual Exhibit Booth space should be finalized with NCSPA by October 14, 2022.*

**3. Storage:** Crates, boxes, and packing materials shall be stored away from the display area. Packing materials must be kept in the crates and boxes. Materials in violation of this rule will be considered refuse and discarded. Fire regulations must be strictly followed.

**4. Handling:** Complete material handling, shipment, set up and removal of materials are responsibilities of the Exhibitor.

**5. Use and Care of Exhibit Space:** No part of an exhibit shall obstruct the view of adjacent exhibits. Exhibits shall not be unduly noisy, glaring or otherwise objectionable. Audio-visual and other sound effects will be permitted only where and when they do not interfere with activities in adjacent booths. The Exhibitor shall maintain his/her exhibit in good order at his/her own expense. Exhibitors shall comply with all municipal, state, and federal laws, rules, and regulations, including, but not limited to, fire and safety codes, building codes, the requirements of the Americans with Disabilities Act and all laws relating to access by disabled persons.

**6. Prohibited Activities:** Except within the rented exhibit area, any Exhibitor prohibits the following activities: the sale or any gift of intoxicating beverage, the sale of goods or taking orders for the sale of equipment, products, services or supplies, conducting lotteries, raffles or drawings, except when gratis to the persons registering, drawings that require NCSPA conference registrants to be present to win, distribution to delegates and visitors of printed matter, samples, souvenirs and the like.

**7. Subletting Space:** Exhibitors may not sublet or assign any part of their exhibit space nor advertise or display goods or services other than their own. Exhibition advertisements and displays must conform to the statement in the Exhibitor's application describing displays.

**8. Failure to Occupy Space:** Unless prior approval or delayed occupancy is relieved from NCSPA, and exhibit booth not occupied by time indicated on registration (*or October 14, 2022 for the Virtual Exhibit Hall*), space will be forfeited by the Exhibitor, and may be reassigned or used by NCSPA without refund to the Exhibitor.

**9. Social Functions:** Exhibitors may not conduct social functions in the exhibit area, in public areas of the hotel or convention center, or online during the conference unless approved by NCSPA. Social functions shall be scheduled at a time which will not interfere with NCSPA scheduled conference activities.

**10. Security:** Exhibitors shall exercise reasonable care for the protection of their materials and display in the designated exhibit area. NCSPA officers, directors, members, and staff are not responsible for the safety of the Exhibitor, their agents or employees, or harm or damage to such persons resulting from theft, fire, accidents or any other cause. Exhibitors are required to provide all insurance and/or policy riders necessary to cover all exhibits.

**11. Cancellations or Relocation of Conference:** If NCSPA fails to hold its conference as herein provided, relocates its conference site to another hotel or city, or fails to furnish Exhibitor exhibit space as stated herein, it shall refund to Exhibitor in full settlement of any loss of damage suffered or claimed by Exhibitor.

**12. Cancellation by Exhibitor:** If the Exhibitor notifies NCSPA in writing by October 2, 2022, that it will not occupy the exhibit space stated herein the Exhibitor will be liable for 50 percent of the exhibit fee. Exhibitors will be responsible for 100 percent of the exhibit fee if such notice is received after that date.

**13. Liabilities and Indemnity:** Exhibitor agrees to assume sole responsibility and liability for all damages and injuries arising out of, resulting from or in any manner connected with its exhibit (including installation and dismantling) that may be suffered by (a) Exhibitor and its employees and representatives (b) other Exhibitors and their employees or representatives (c) conference participants, guests or visitors, (d) the hotel and the owners, employees and representatives thereof and (e) any other persons lawfully on or about the conference premises.

Exhibitor agrees to indemnify and hold harmless NCSPA, its members, directors, officers, employees, agents, affiliates, successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, including reasonable attorneys' fees or disbursements of any kind or nature whatsoever, which may be imposed on, incurred by, or asserted against NCSPA in any way relating to or arising out of this Agreement and/or Exhibitor's use of exhibit spaces at the conference. The Exhibitor further agrees to obtain, maintain and pay for general insurance coverage in amounts sufficient to insure against liability assumed pursuant to the provisions of this section.

NCSPA shall not be liable for failure to deliver exhibit space to an Exhibitor as contracted for herein due to causes beyond NCSPA's control. In such an event, NCSPA will reimburse fees paid hereunder, less expenses incurred by NCSPA including advertising, administration and related expenses.

**14. Violations:** In the event of violation of this Agreement, NCSPA may evict Exhibitors from the exhibit space and/or have exhibit materials removed. No fees will be returned to the Exhibitor and the Exhibitor shall be liable to NCSPA for the costs associated with such eviction, less fees paid. In addition to the remedies provided in this Agreement, NCSPA shall have and may exercise all other remedies afforded to it by law for costs or damages suffered on account of such violations.

**15. General Rules:** Exhibitors must confine their activities to their contracted space. Exhibitors shall follow all rules and regulations of the conference hotel, convention center, and NCSPA relating to the conference.