



NJAPERD Exhibitor Terms, Conditions, Rules, and Regulations

I. Eligibility: NJAPERD reserves the right to determine the eligibility of any company or product to exhibit at the convention and further reserves the right to reject any application and/or limit space assigned to any one company.

II. Acceptance of Booth: The acceptance of a booth for the exhibition does not carry NJAPERD's endorsement of the equipment, supply, or service. It is understood that the NJAPERD Exhibitor Terms, Conditions, Rules, and Regulations (Terms) for exhibitors are part of an agreement between the exhibitor and NJAPERD and that submission of the application for exhibit space constitutes the exhibitor's agreement to abide by these Terms. In addition, exhibitors must follow the policies of the Westin Princeton at Forrestal Village.

III. LIMITATION OF LIABILITY/INDEMNIFICATION: The exhibitor agrees to make no claim for any reason whatsoever against NJAPERD. Exhibitor expressly agrees, and hereby does, indemnify, defend, and hold harmless NJAPERD, officers, directors, employees, and contractors, from and against all claims, loss, or expense, including reasonable attorney fees and liabilities arising out of, or in any way related to, the acts, omissions or negligence of exhibitor, exhibitor's agents, invitees, employees, or representatives. The Exhibitor agrees to keep harmless NJAPERD from all costs arising from fees incurred under the copyright law regarding the liabilities of playing recorded and/or live music in the exhibit area at any time during the NJAPERD Convention. In addition, the exhibitor acknowledges that the Westin Princeton at Forrestal Village, and its agents do not maintain insurance covering exhibitor's property, and that it is the sole responsibility of exhibitor to obtain business interruption and property damage insurance covering such losses by exhibitor.

IV. LIMITATION OF EXHIBITS: NJAPERD reserves the right to stop or remove from the exposition any exhibitor, or its representative, performing an act or practice which in the sole opinion of NJAPERD is considered detrimental to its business, professional or ethical interests, or which originates from any organization whose displayed products do not meet the professional standards of NJAPERD. NJAPERD may review the exhibit floor activities of exhibitors at any time. NJAPERD may deny an exhibitor access to or expel an exhibitor from the event without refund of any fees if, as determined solely by NJAPERD, such exhibitor has not complied in all material respects with policies, legal requirements, the terms and conditions of the Exhibitors Terms, Conditions, Rules, and Regulations. NJAPERD may also seek other remedies in law or equity and limit the exhibitor's access to NJAPERD resources. NJAPERD reserves the right to restrict exhibits that are objectionable because of noise, glaring or flashing lights, method of operation, or any other reason, and prohibit or evict any exhibit that, in the opinion of NJAPERD, detracts from the general character of the exhibit hall. All exhibitor booth activities and content must be professional in nature and provide educational information related to the fields of health and physical education. This reservation includes persons, things, conduct, printed material, or anything NJAPERD judges to be objectionable. In the event of such restriction or eviction, NJAPERD is not liable for any refund to the exhibitor. Exhibitors are prohibited from promoting any content-based school fundraising programs, apart from those managed by NJAPERD.

V. ASSIGNMENT OF SPACE/RELOCATION OF EXHIBITS: Booth assignments are made at the sole discretion of NJAHPERD. Booth assignment consideration considers a first-come, first-served basis, the frequency and prior level of participation, the date a request is received, availability of requested area, the amount of space requested, special needs and compatibility of adjacent exhibitors. NJAHPERD retains the exclusive right to revise the exhibit hall floor plan(s) and/or relocate any assigned exhibitors as necessary for the betterment of the Convention as determined solely by NJAHPERD. Exhibitors who change the size of their exhibit space are not guaranteed the originally assigned location and may be subject to relocation. Due to the large number of participating companies, NJAHPERD cannot guarantee that a company will not be relocated near a competitor. NJAHPERD shall notify affected exhibitors in advance of installation.

VI. SUBLEASING OF EXHIBIT SPACE/BOOTH SHARING: An exhibitor may not sublet, share, or apportion its contracted exhibit space to another organization or business unless prior written consent has been obtained by NJAHPERD. An exception may be granted only on the condition that the number of exhibitor booth units is equal to or greater than the number of organizations sharing the exhibit space. An exception shall be considered when a corporate affiliation exists (meaning that the organizations share a parent company). Only those companies and organizations that are authorized occupants of an exhibit space will be entitled to exhibitor badges and/or a listing in the exhibitor directory published on the convention website, mobile app, and other related materials.

VII. EARLY DEPARTURE: No part of an exhibit shall be dismantled, no materials removed, before the official closing, on Tuesday (4:00 pm) without special permission from NJAHPERD. All space must be vacated by 5:00 pm, the same day. If spaces are not vacated by that time, NJAHPERD reserves the right to remove materials from the exhibit and NJAHPERD will not be liable if such removal causes damage to the materials.

VIII. USE OF THE EXHIBIT FLOOR PLAN: The exhibit floor plan and exhibitor list are the property of NJAHPERD. Use or publication for any purpose without NJAHPERD's written consent is prohibited.

IX. PAYMENTS AND COLLECTION POLICY: Exhibitors registering and paying with a credit card must pay in full at the time of registration. If the exhibitor pays by check, full payment is due by the close of registration. No installation shall be permitted unless payment has been received in full.

X. CANCELLATION OR WITHDRAWAL: All cancellations must be received in writing by NJAHPERD to be valid. A fee of twenty-five percent (25%) of the total exhibit space cost will be assessed for cancellations received before the registration deadline. Cancellations received after the registration deadline will result in a full forfeiture and an obligation to pay the entire exhibit rental fee.

XI. CANCELLATION OF EXHIBITION: It is mutually agreed that, in the event of cancellation of the convention and exhibition because of strikes, acts of God, war, terrorism, disaster, declaration of a national emergency by the President, curtailment of transportation facilities, governmental regulations, or other causes that would prevent its scheduled opening or continuance, this agreement may be terminated by NJAHPERD. NJAHPERD shall refund the portion of the exhibit fees remaining after deduction of expenditures made before cancellation and non-cancellable commitments.

XII. EXHIBIT RESTRICTIONS: No exhibitor or part of an exhibit will be admitted to any space until that space has been paid for in full. It is the duty and the responsibility of the exhibitor to install their exhibit before the opening of the Convention and to dismantle their exhibit immediately after the close of the

exposition (and not before). The exhibitor shall properly staff the exhibit during the posted exhibit hall hours. Exhibitors are liable for any damage caused to building walls, doors, or columns, or to the other exhibitor's property. All parts of the exhibits must be exhibited within the exhibitor's assigned space boundaries. Aisle space is under the control of NJAHPERD.

XIII. EXHIBITOR INSURANCE: The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, the following: Commercial General Liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product/completed operations liability coverage, with combined single limits of liability of not less than a minimum -\$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Automobile Liability of not less than \$1,000,000 Combined Single Limit for all owned, hired, and non-owned vehicles. Such insurance shall name NJAHPERD. During the term hereof, the exhibitor shall maintain workers' compensation insurance in full compliance with all federal and state laws, in the jurisdiction where services are performed, covering all of exhibitor's employees engaged in the performance of any work for exhibitor. All coverage to apply as primary and non-contributory. All exhibitor insurance policies shall contain ISO standard waiver of subrogation provision. All exhibitor insurance policies shall be endorsed to provide NJAHPERD with not less than thirty (30) days written notice of cancellation. The exhibitor hereby warrants and agrees to disclose within thirty (30) days knowledge of a claim which has or may reasonably be expected to result in diminution of policy limits to a level beneath that required in this agreement. All property of the exhibitor is understood to always remain in its custody and control. It is understood and agreed that all third-party contractors and sub-contractors of Exhibitor shall maintain the same insurance, in every respect, as required of Exhibitor and, further, it shall be the responsibility of Exhibitor to ensure such compliance. Certificates of Insurance should be submitted to executive_director@njahperd.org not later than two weeks prior to the convention start date. Failure to remit such proof shall be a material breach of this agreement. An exhibitor's right to exhibit may be cancelled by NJAHPERD if proof of insurance coverage is not submitted.

XIV. EXHIBIT LABOR/LABOR REGULATIONS: Installation of the exhibits at the Convention site will begin Sunday at 5:00pm. If installation has not started by 7:00 am on Monday, NJAHPERD shall have the option to order the exhibit to be installed and the exhibitor billed for charges incurred. Exhibits must be fully operational by 8:00 am on Monday. After this hour, no installation work will be allowed without special permission from exhibit management. Exhibits will close promptly at 4:00 pm. on Tuesday. Move-out hours are on Tuesday from 4:00 – 6:00 pm.

XV. FREIGHT HANDLING: NJAHPERD assumes no responsibility for the performance of services by common carriers, express services, the U.S. mail, telephone, internet, or any other service contracted by an exhibitor. Standing on chairs, tables, or other venue furniture is prohibited. This furniture is not engineered to support your standing weight. The Westin cannot be responsible for injuries or falls caused by the improper use of this furniture.

XVI. FIREPROOFING: No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper, shall be used at any time. All packing containers, excelsior, and wrapping paper that are not flameproof must be removed from the floor and must not be stored under tables or behind displays. A storage fee will be assessed for "empties" in those instances where an exhibitor hand delivers their own materials to their exhibit space. All muslin, velvet, silken, or other cloth decoration must withstand a flame-proof test as prescribed by fire ordinances of Princeton, NJ. No flammable materials and fluids are permitted. Open flames, butane gas, oxygen tanks, etc. are not permitted.

XVII. GENERAL EXHIBITION POLICIES: Noisy or offensive exhibits are prohibited. Distribution of literature or samples must be related to exhibit and distributed within exhibitor's space. No food products or beverages may be distributed from exhibitor's space without approval from NJAHPERD. Exhibitors must comply with all local laws, rules, regulations, and ordinances in force. The exhibitor may not display signs that are not professionally prepared or which, in the opinion of NJAHPERD, detract from the appearance of the exhibition in any manner whatsoever. NJAHPERD shall always have sole control over all admission policies.

XVIII. BOOTH EQUIPMENT: Standard booth equipment consists of one 6' table (with table covering), two chairs, and electricity.

XIX. BOOTH CONSTRUCTION AND ARRANGEMENT: Exposed parts of the display must be finished so as not to be objectionable to other exhibitors or to NJAHPERD. Commercial signage is NOT permitted to span across or into public aisle space.

XX. CARE OF EXHIBIT SPACE: The exhibitor shall keep in good order space occupied. An exhibitor may not place anything in the aisles during the designated hours of the exhibition. The exhibitor assumes responsibility of returning the exhibit space to the exhibit facility in the condition in which it is found; clean, undamaged, and unmarred.

XXI. SPECIAL VISUAL AND SOUND EFFECTS: Audio-visual and other sound devices and effects will be permitted only in those locations and in such intensity as, in the opinion of NJAHPERD, does not interfere with the activities of neighboring exhibitors. Audio-visual effects of purely entertainment character, without informative value, will not be permitted. No electric flashing signs or signs involving the use of neon or similar gases will be permitted, unless approved by NJAHPERD in writing. Should the wording on any sign or area in an exhibitor's booth be deemed by NJAHPERD to be contrary to the best interests of the exhibition, the exhibitor shall make such changes in wording as are requested by NJAHPERD. In no event shall a sign contain a merchandise or service sale price. The use of devices for mechanical reproduction of sound or music is prohibited unless an exhibitor shall have received written approval from exhibit management and the exhibitor provides documentation of obtaining an appropriate license. Sound of any kind must not be projected outside the confines of an assigned exhibit and shall not adversely impact the business dialogue of a neighboring exhibitor.

XXII. SELLING ON THE EXHIBIT FLOOR: Cash and credit card sales are permitted. Licenses, taxes on sale, payment of sales tax, and other legal business requirements are the responsibility of the exhibitor. Purchases of goods must be furnished with a bill of sale or receipt.

XXIII. BOOTH ATTENDANTS: Each exhibitor is expected to have an attendant in the display booth during the designated hours of the exhibit. **There is a limit of 2 badges** that come with the exhibit registration. One (1) additional badge can be purchased for **\$75/day**. No more than three (3) attendees are permitted at the booth. Attendants must be bona fide employees or representatives of the exhibition firm. Attendants must wear exhibitor badges and be registered as exhibitors. All named attendants must be confirmed to NJAHPERD by the close of registration. No changes will be made after that date.

XXIV. REGISTRATION AND BADGES: NJAHPERD shall always have sole control over attendance policies. Exhibitor personnel must be properly registered to staff a display and must wear their badge during exhibition hours.

XXV. CHILDREN'S ADMITTANCE REGULATIONS: For safety and liability reasons, children under sixteen (16) years of age are not permitted.

XXVI. CANVASSING BY NON-EXHIBITORS: The exhibition is limited to business firms, professional organizations, educational institutions, government agencies and individuals who have contracted and paid for exhibit space. No other people will be permitted to demonstrate their products, solicit orders, or distribute advertising materials in the exhibition.

XXVII. ACCESS CONTROL/SECURITY: General 24-hour access control will be provided by NJAHPERD for the convention period including move-in and move-out. NJAHPERD is not responsible for the loss of any material by or for any cause and urges the exhibitor to exercise normal precautions to discourage pilferage. Exhibitors will be afforded specified time periods, prior to each day's show opening and after each day's show closing, to prepare, adjust and alter their exhibit area.

XXVIII. IRREGULAR ACTIVITIES: Business activities of the exhibitor must be within the exhibitor's allocated exhibit space. Samples, catalogs, pamphlets, souvenirs, and publications may be distributed by exhibitors only from within their own booths or in areas designated by exhibit management. Scantily clad models are prohibited. The throwing of souvenirs, loud shouting and the making of unnecessary noise, whether by human or mechanical means to attract attention, puppet shows, canes, yardsticks and similar devices or side show tactics will not be permitted. Aisle space belongs to NJAHPERD. No exhibits or advertising matter will be allowed to extend beyond the assigned booth space. Undignified methods and materials considered by NJAHPERD to be objectionable, are expressly prohibited. Questions concerning the legality of distributing specific promotional materials should be presented to NJAHPERD for approval. Exhibitors may distribute samples. Use of glass containers for this purpose is dangerous and plastic or other unbreakable containers are recommended. Exhibitors may not ask attendees to remove their convention-issued lanyard to replace it with their own vendor-branded lanyard.

XXIX. PROPERTY DAMAGE: Exhibitors are liable for damage caused by fastening displays or fixtures to the building floors, walls or to the standard booth equipment or for damage caused in any manner. Exhibitors may not apply adhesive backed decals, stickers, tape, nails, pushpins, staples, paint, lacquer, adhesive or any other coating to building walls and floors or to standard booth equipment. No items should be leaned against walls/wall panels, including but not limited to exhibit booths, tables, and chairs. Decorating with mylar balloons, glitter, confetti, or birdseed is strictly prohibited.

XXX. AMENDMENT TO RULES: Matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of NJAHPERD. These rules and regulations may be amended at any time by NJAHPERD, and amendments shall be binding on exhibitors equally with the foregoing rules and regulations.

XXXI. INCORPORATION BY REFERENCE/LAWS APPLICABLE: Terms set forth herein are expressly incorporated by reference into the original application and contract for exhibit space and are to be treated as having full legal efficacy for enforcement of same. The agreement for rental of exhibit space shall be governed by the laws of the state of New Jersey wherein the NJAHPERD convention is located.