

NANP 2019 Annual Conference & Expo

Exhibitor & Sponsor Terms & Conditions

1. Agreement to Conditions

Each exhibiting company and its employees agree to abide by these terms & conditions, it being understood and agreed that the sole control of the exhibit hall rests with the National Association of Nutritional Professionals further known as NANP.

2. Application & Eligibility

Application for booth space must be made online or on the form provided by NANP and be executed by an individual who has authority to act for the applicant (exhibitor/sponsor). Booth reservations will be confirmed once full payment is processed. NANP reserves the right to refuse any application deemed inappropriate to the scope of the Conference.

3. It is NANP policy that no multi-level marketing (MLM) companies or independent associates shall be permitted to exhibit or sponsor at the NANP Annual Conference and Expo. This includes businesses whose products, services or business models are based on a multi-level marketing model, or are connected to such businesses as independent associates. By signing the exhibitor contract, vendors are agreeing to not display, sell or discuss any MLM products or services at the conference. Any exhibitor or sponsor who brings such products to the conference will be asked to remove them, and may be asked to vacate the conference booth without any refund.

4. Membership Requirements

In order to receive the "Member" rate for exhibit or sponsor packages, the company must meet the following requirements:

- a. Company must be an "Partner member or Partner school" of the NANP. An individual within the company who is an NANP Member (Professional or Associate) does NOT qualify the company for membership pricing. The only exception is for a sole proprietor who owns the company and is the NANP member.
- b. Membership must be active during the dates of the Conference (through April 22, 2019). Memberships that expire prior to April 22, 2019 must be renewed to extend through the Conference.

5. Assignment of Space

Exhibitor understands and agrees that NANP has sole discretion on the assignment of booths and is under no obligation to assign Exhibitor any of the booth preferences listed on the application. NANP reserves the right to alter Exhibitor's assigned location any time at its sole discretion if deemed in the best interests of the exhibit. NANP also reserves the right to alter the exhibit hall floor plan at any time.

6. Subletting or Sharing Space

No Exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, or exhibit therein, any other goods, apparatus, etc. than those manufactured or sold by the Exhibitor in the regular course of business. Sub-divisions and subsidiary organizations that share space with a parent company will not be recognized as Exhibitors. This includes the selling of products, programs or

services by those individuals acting as booth personnel for their own unique business other than the company they are working for as the booth personnel.

7. Exhibitor Admission and Access

Exhibitors receive two (2) complimentary exhibitor/booth personnel registrations per booth rented. Additional exhibitor registrations may be purchased. All company representatives must register upon arrival and wear NANP-furnished identification badges at all times. Exhibitor registrations are non-refundable. Exhibitors and distributors will be allowed to enter the Exhibit Hall 30 minutes before the Exposition opens each day.

Exhibitor/booth personnel registrations provide access to the Exhibit Hall only and only meals that are provided in the exhibit hall. These registrations do not allow access to speakers, sessions or meals provided outside the exhibit hall. Exhibitors wishing to attend all portions of the conference, including sessions, the Saturday night banquet, or any additional meals not served in the expo hall, may purchase full conference registrations.

8. Payment

Payment in full must accompany the completed application form or the online application. Applications not accompanied by the appropriate fee will be delayed in processing and space assignment.

9. Cancellations/Refunds

Cancellations must be made in writing (email and fax are accepted); they cannot be taken over the phone. Cancellations are effective as of the date of receipt. Any Exhibitor cancellation on or before February 2, 2019, will receive a fifty percent (50%) refund. No refund of any fees will be made if cancellation is received after February 2, 2019. (No exceptions)

Reductions or downsizing in booth space or package type will be treated as booth cancellations; refunds will be made accordingly.

Exhibitors are considered “no show” if a company does not occupy and exhibit in the designated space by 6:00 pm on Thursday, May 16, 2019. NANP has the right to use “no show” exhibit space in such a manner as it may deem in the exposition’s best interest. Failure to occupy exhibit space does not relieve the Exhibitor from their obligation to pay the full package fee.

Cancellations or no shows will not receive any credit to be used at a future conference.

10. Insurance

NANP shall not be liable for loss or damage of any article of equipment or property of Exhibitor that Exhibitor may suffer during installation or removal or during the exhibit itself, by reason of robbery, fire, accident, or any other destructive cause. Insurance must be placed by the Exhibitor. Exhibitor shall, at its own expense, secure and maintain through the period of the exhibit, inclusive of move-in and move-out days, the following insurance: (a) workers’ compensation insurance; (b) employer’s liability insurance with limits not less than \$500,000 each accident; and (c) comprehensive general liability insurance with limits not less than \$2,000,000 each (occurrence combined single limit) for bodily injury and property damage. A Certificate of Insurance, including comprehensive general

liability and liability insurance policies, shall name "The National Association of Nutrition Professionals" in the Certificate Holder Section. A copy of this certificate must be submitted to NANP 45 days prior to event.

11. Booth Set-up and Display

No part of any display shall obstruct the view of adjacent booths. No part of any display may be over eight feet in height, ten feet in width or ten feet deep.

Any display that includes audio/visual equipment and/or sound must be kept at a volume not to exceed that of normal conversations, 80 decibels. It must not interfere with neighboring Exhibitors and must be devoted exclusively to the business of the Exhibitor. The operator must be in the space, not in the aisle.

12. Installation, Set-up, and Removal of Exhibit Booth

Specific requirements as to the time for installation and dismantling of exhibits shall be supplied to each exhibitor. Such requirements shall be binding upon the exhibitor as fully set forth herein. All displays must be in place and set up 30 minutes prior to the official opening of the show.

Unloading/set-up may begin at 12:00 pm and end at 6:00 pm on Thursday, May 16, 2019. Space not occupied or set up by 6:00 pm on Thursday, May 16, 2019 may be re-assigned for other purposes by NANP.

All booths and display must remain fully intact throughout the entire exposition, starting Friday, May 17, 2019 at 8:00 am and ending Saturday, May 18, 2019 at 6:00 pm. **Any exhibit booth that is dismantled or removed in whole or part prior to the end of exposition, Saturday, May 18, 2019 at 6:00 pm, will be fined \$500.**

All exhibit booths are to be completely dismantled and removed by 10:00 pm on Saturday, May 18, 2019. Any exhibitor who has not removed their booth entirely by that time will incur additional fees.

13. Default Occupancy

All exhibitors must be fully set-up by 8:00 am on Friday, May 17, 2019. Any exhibitor failing to occupy space contracted for is not relieved of the obligation to pay for such space at the full rental price. NANP shall have the right to use such space as it sees fit to eliminate blank space in the exhibit hall.

14. Use of Space

Exhibits shall be shown only in the official exhibit areas as established by NANP. Neither exhibitors nor non-exhibitors shall be permitted to display articles, equipment or information concerning services, or movies of such articles, equipment or services in public areas or other rooms outside of the exhibit hall during the conference.

15. Protection of Exhibit Facility

Exhibitor shall not use the exhibit facilities or permit them to be used by any employee, patron, contractor, or invitee: (a) for any illegal purpose; (b) in conflict with any applicable law, ordinance, rule, or regulation of any governmental authority; (c) in any manner that could violate the insurance or increase the rate of insurance on the facilities; (d) in any manner that constitutes any waste or

nuisance; (e) in any manner that causes any injury to the facilities; or (f) in violation of any applicable rule or regulation issued by management of the exhibit facilities.

Nothing shall be posted on, or tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the conference center exhibit area without permission of NANP and the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas, at designated times, and in conformity with directions of NANP or the Hotel.

16. Cancellation or Relocation of the Conference

In the event of cancellation or relocation of the conference, due to circumstances within NANP's direct control, the liability of NANP shall be limited to refund of fees paid to NANP by the exhibitor. In the event NANP has no control over the cancellation or relocation of any conference or convention, NANP shall have no liability of any kind.

17. Right to Remove Exhibitors Property

NANP reserves the right to remove from the conference premises any or all of the property of the exhibitor should the conference or convention be canceled or relocated or should the exhibitor violate any of the conditions of the Exhibitor's Agreement. This right may be exercised without prior notice and without hearing.

18. Violation of the Terms & Conditions

Any of the following actions by an exhibitor shall constitute a violation of the conditions of the Exhibitor's Agreement.

- a. Violation of any municipal, provincial or federal laws, rules or regulations, including safety codes.
- b. Failure to follow the procedures prescribed in the entire Terms & Conditions, sections 1 through 23.
- c. Failure to remove property from the conference center upon cancellation or relocation of the conference.

19. Liability

- a. NANP undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the exhibitor, his officials, agents or employees, or for the protection of the property of the exhibitor or his representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other causes. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by the exhibitor. Any protection exercised by NANP shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the exhibitor.
- b. The exhibitor agrees to indemnify and hold NANP and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the exhibitor or any of his representatives or from the display or use of property of the exhibitor.
- c. NANP shall not be liable for any failure to deliver space to an exhibitor or for the loss of allotted space of an exhibitor who has contracted for exhibit space under the terms of this agreement, if non-delivery is due to any one of the following causes: destruction of or damage to the building or the exhibit area by fire or act of God, acts of a public enemy, strikes, the authority of the law,

or any cause beyond the control of NANP. NANP will, however, in the event it is not able to hold an exhibit for any of the above named causes, reimburse exhibitors pro-rata on any booth fee paid, less any and all legitimate expenses incurred by NANP for advertising, administration and similar related costs.

20. Exhibit Services

All exhibit services will be provided by the official service contractor. This service contractor is the exclusive provider of all exhibit services for the 2019 Annual Conference & Expo. These services include, but are not limited to shipping, drayage, rental exhibits, floral, rental labor, on-site shipping services, electrical distribution and booth furnishings. Upon approval of application and processing of payment, Exhibitors will be provided with direct contact to the service contractor to arrange individual services. All services ordered are to be paid by Exhibitor directly to the contractor.

21. Shipment of Exhibits and Supplies

By contractual requirements, all shipping of supplies must be arranged through the official service contractor. Exhibiting companies that do not follow the guidelines provided in the exhibitor packet and arrange direct shipping to the hotel will be assessed additional fees by both the service contractor and the hotel.

22. Violations

If Exhibitor defaults in the performance of any term of this contract (inclusive of payment of fees, maintenance of insurance, and compliance with any and all rules and requirements concerning the use of the exhibit facilities), NANP, at its option, may immediately terminate this contract. Upon such termination, Exhibitor's rights and privileges under this contract shall terminate, and NANP shall have the right to take possession of the space occupied by the Exhibitor and to remove all persons and goods, without any liability whatsoever to the Exhibitor. In addition, NANP shall be entitled to recover any and all damages caused, in whole or in part, by such default, including liquidated damages. NANP shall be entitled to pursue any and all appropriate remedies and to recover attorney's fees and costs. To secure performance of Exhibitor's obligations under this contract, Exhibitor hereby grants NANP a lien against all property of the Exhibitor in the exhibit facilities.

23. Amendment to Terms and Conditions

Any and all matters or questions not specifically covered by the terms and conditions contained herein shall be subject to the sole discretion of NANP. NANP may, in its sole discretion, make reasonable changes, amendments, or additions to these terms and conditions. Any such changes shall be binding to both parties equally with the other terms and conditions contained herein.