

# NANP 2023 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 is 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 the 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, which includes businesses whose products, services, or business models are based on a multi-level marketing model or connected to such businesses as independent associates. By signing the exhibitor contract, vendors agree not to 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. Assignment of Space

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

### 5. 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 selling 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.

### 6. 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 thirty (30) minutes before the Exposition opens each day.

**7. 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.

**8. 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 Friday, February 3, 2023, will receive a fifty percent (50%) refund. No refund of any fees will be made if cancellation is received after February 3, 2023. (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 5:00 pm on Thursday, May 4, 2023. 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 of their obligation to pay the full package fee.

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

**9. 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, because of robbery, fire, accident, or any other destructive cause. The Exhibitor must place insurance. 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 before the event.

**10. Booth Set-up and Display**

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

Any display that includes audio/visual equipment or sound must be kept at a volume not exceeding 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.

**11. 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 thirty (30) minutes before the show's official opening. Unloading/set-up may begin at noon and end at 6:00 pm on Thursday, May 4, 2023. Space not occupied or set up by 5:00 pm on Thursday, May 4, 2023, maybe re-assigned for other purposes by NANP.

All booths and displays must remain fully intact throughout the entire Exposition, starting Thursday, May 4, 2023, at 6:00 pm and ending Saturday, May 6, 2023, at 5:30 pm. **Any exhibit booth that is dismantled or removed in whole or part before the end of the Expo, Saturday, May 6, 2023, at 5:30 pm, will be fined \$500.**

All exhibit booths will be completely dismantled and removed by 10:00 pm on Saturday, May 6, 2023. Any exhibitor who has not removed their booth entirely by that time will incur additional fees.

**12. Default Occupancy**

All exhibitors must be fully set up by 6:00 pm on Thursday, May 4, 2023. 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.

**13. 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 the exhibit hall during the Conference.

**14. 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 the management of the exhibit facilities.

Nothing shall be posted on, 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 specified times, and in conformity with directions of NANP or the Hotel.

**15. 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 the refund of fees paid to NANP by the Exhibitor. If NANP has no control over the cancellation or relocation of any conference or convention, NANP shall have no liability of any kind.

**16. Right to Remove Exhibitor's 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.

**17. 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 24.
- c. Failure to remove property from the conference center upon cancellation or relocation of the Conference.

**18. 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 adequately 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 all claims or liability of any nature whatsoever arising from the Exhibitor's activities or any of his representatives or from the display or display use of the 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, if it cannot hold an exhibit for any of the reasons mentioned above, reimburse exhibitors pro-rata on any booth fee paid, less any legitimate expenses incurred by NANP for advertising, administration, and similar related costs.

**19. Exhibit Services**

The official service contractor will provide all exhibit services. This service contractor is the exclusive provider of all exhibit services for the HEALCon 2023 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 the application and processing of the payment, Exhibitors will be provided with direct contact with the service contractor to arrange individual services. All services ordered are to be paid by the Exhibitor directly to the contractor.

**20. 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.

**21. Children and Pet Policy**

Due to liability restrictions, no one under the age of 18 (including infants and toddlers) or pets will be allowed in the exhibit hall at any time. There are no exceptions.

**22. Violations**

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

**23. Amendment to Terms and Conditions**

Any matters or questions not explicitly 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 modifications shall be binding to both parties equally with the other terms and conditions contained herein.