

## Exhibit Space Agreement: Terms and Conditions

1. **Payment.** All payments are due in advance. Exhibit booth space will not be assigned until a completed Request for Exhibit Space form and payment in full is received. Upon the receipt of a completed Request for Exhibit Space form, and payment of fees in full, Exhibitor will receive a Booth Assignment Confirmation from the Association. If there are no available booth spaces remaining upon receipt of a fully complete Exhibitor request and the appropriate fee, payment will be returned to Exhibitor.
2. **Booth Assignment.** The selection order for booth assignments will be determined via a lottery conducted each Friday, beginning May 13. A lottery for current Associate Members will be conducted first, followed by a lottery for all other applications received that week. All paid-in-full orders received during the week will be in that week's lottery. No vendor will be eligible for the lottery until full payment is received. After the lottery is conducted, vendors will be notified via e-mail and asked to select their spot. Vendors will have until the following Thursday (prior to the next lottery) to request their location. If they have not made a request by 5 p.m. the following Thursday, they will go back into the next day's lottery. The Association will maintain an updated directory on our Web site to show which locations are available and which ones have been taken. This information will be updated as soon as is practical as spots are taken.
3. **Program listing/mailling list of attendees.** Booth sales will continue until all spaces are sold. However, in order to guarantee having Exhibitor information listed in the printed program, a signed request with payment must be received by July 7, 2011. All vendors who are paid in full will receive a preliminary mailing list of registered attendees two weeks before the conference and a complete mailing list of registered attendees upon check in at the Conference on Thursday.
4. **Standard Booth Equipment.** The Association will provide each Exhibitor with an 8'x 10' booth space, one 2x8 foot skirted table, two folding chairs, and a single line sign with Exhibitor's name. Other equipment and supplies are available from the Exhibit Show Management Company for an additional charge. An exhibitor kit will be mailed to you by our exhibit show management company (Southern Exhibition Services).
5. **Registration.** Each exhibiting commercial company can register up to four representatives. Each exhibiting governmental entity or non-profit agency can register up to two representatives. In addition, all exhibitors can register additional representatives at a cost of \$50 per person. Registration includes admission to the Thursday night Opening Reception and Friday exhibit hall lunch. A separate Exhibitor Registration form will be e-mailed once the booth has been assigned. This form must be completed and returned by July, 29, 2011
6. **Cancellation.** Cancellations of exhibit space must be received by July 22, 2011, in order to be eligible to receive a refund. Refunds will be made after the conference, less a \$60 administrative fee, but only if the cancelled space is resold by the Association.
7. **Subletting of Space.** No Exhibitor shall assign, sublet, or apportion the whole or any part of the space purchased, or permit any other party to exhibit from the booth assigned to Exhibitor, without written permission from the Association.

8. **Exhibitor Rejection.** The Association reserves the right to reject any company or individual requesting to become an Association Conference Exhibitor. Requests may be rejected for any reason, including but not limited to competition with Association endorsed programs or products, or failure to comply with the Exhibit Space Agreement – Terms and Conditions.
9. **Hotel Room Reservations.** Official room reservation information will be mailed to Exhibitor as soon as it is available.
10. **Move-In/Set Up.** Exhibits MUST BE installed between the hours of 8 a.m. - 1 p.m. Thursday, Aug. 18, 2011. The Association reserves the right to resell and reassign space if Exhibitor fails to comply with the move-in/set up requirements.
11. **Dismantling/Move-Out.** Exhibitor shall begin to dismantle their exhibit and move out at 2:30 p.m. on Friday, Aug. 19, 2011. Exhibitor shall not remove or dismantle any portion of their exhibit before that time and must be completely moved out by 5 p.m.
12. **Dismantling Deposit Refund.** Each exhibitor will receive, in their packet, a voucher for \$100 which will be refunded to you provided that you do not begin to dismantle your display before the Exhibit Hall officially closes on Friday. Completed vouchers should be returned to the Association's Conference Registration Booth between 2:30 pm and 4:00 pm Friday.
13. **Advance Shipment of Materials.** Arrangements for advance shipment of exhibition materials must be made directly with the Exhibit Show Management Company:  

Southern Exhibition Services  
2101 Tobacco Road  
Durham, NC 27704  
Phone: (919) 687-4970  
Ref: NC Association of County Commissioners Annual Conference
14. **Distribution of Promotional Materials.** Exhibitor may not distribute promotional materials outside of their assigned exhibit booth.
15. **Promotional Photographs.** Exhibitor may not use any photos taken during the Association conference for promotional purposes.
16. **Association Door Prizes.** Exhibitor agrees to initial door prize cards, which will be distributed to Association Conference attendees, when the attendee visits Exhibitor booth.
17. **Exhibitor Door Prizes:** Exhibitors may give away a door prize at their booth. The Association will announce the door prize winners after 2 p.m. on Friday. If Exhibitor provides its own door prizes, Association will not be responsible for the administration or distribution of said prizes. If you would like to have your winner announced, please complete the Exhibitor Door Prize Form enclosed in the registration packet received at check-in with the name of your winner, his/her county and the prize won to the Association booth in the Exhibit Hall at least 30 minutes before the Exhibit Hall closes on Friday. Exhibitors are responsible for delivering the prize.
18. **Exhibit Restrictions.** Association reserves the right to decline or prohibit any exhibit or part thereof, or prohibit or restrict any Exhibitor activity or conduct within the Exhibition area(s). Exhibitor may not play music of any kind at any time within the Exhibit Hall.
19. **Safety and Insurance.** Exhibitor shall be responsible for the safety of its booth, exhibit space and employees or agents. Exhibitor certifies that any of its employees or agents permitted to participate will be insured for liability for the scope of work performed and have been provided insurance in compliance with the North Carolina Workers Compensation Act by Exhibitor.

20. **Liability.** Exhibitor agrees to indemnify, defend, and hold harmless the Association, the Concord Convention Center (Convention Center), the Host County, their representatives, agents, employees, servants, and officials from any and all claims, demands, legal actions or liabilities for bodily injury or property damage of any kind, including reasonable attorneys' fees and litigation expenses, which arise from the action, omission or performance of the Exhibitor or any agents, representatives, employees, or officials of the Exhibitor, and further for any and all damages and charges imposed for violation of any law or ordinance, whether occasioned by the negligence of the Exhibitor or the representatives, agents, or employees of Exhibitor. Exhibitor agrees to comply with all terms, conditions, rules, and regulations applicable to the Convention Center and Association.
21. **Property Damage.** Exhibitor hereby releases and waives any and all claims it may have against the Association, the Convention Center, the Host County, their representatives, agents, employees, and officials, for any loss or damage to any property of Exhibitor or of any person admitted to the Convention Center by Exhibitor.
22. **Copyright Liability.** Exhibitor represents and warrants that all copyrighted or trademarked material to be displayed or performed in the Convention Center by Exhibitor has been duly licensed or authorized by the copyright or trademark owner(s) or authorized representative(s) of the owner(s), that all applicable royalties have been paid or will be paid, and that it shall indemnify and hold harmless the Association, the Convention Center, the Host County, their representatives, agents, employees, servants, and officials, from any and all claims, losses, damages, or expenses, including reasonable attorneys' fees and litigation expenses, arising out of or resulting from the display or performance of such copyrighted or trademarked material.
23. **Americans with Disabilities Obligations.** Exhibitor is responsible for making its activities and, if applicable, booth or exhibit space, accessible to qualified individuals with a disability in accordance with the provisions of the Americans with Disabilities Act (ADA) and the regulations applicable thereto. Exhibitor shall indemnify and hold harmless the Association, the Convention Center, the Host County, their representatives, agents, employees, servants, and officials, from any and all claims, losses, damages, or expenses, including reasonable attorneys' fees and litigation expenses, arising out of or resulting from Exhibitor's failure to comply with the ADA or the regulations applicable thereto.
24. **Alcoholic Beverages.** No alcoholic beverages may be served or given away by Exhibitor. If the Convention Center's Alcoholic Beverage Control license is suspended or revoked in whole or in part, or the Association or Convention Center is fined or otherwise sanctioned by the ABC Commission, because of an act or omission of the Exhibitor, , Exhibitor shall indemnify and hold harmless the Association, the Convention Center, the Host County, their representatives, agents, employees, servants, and officials, from any and all claims, losses, damages, or expenses, including reasonable attorneys' fees and litigation expenses, arising out of or resulting from such suspension, revocation, fine, or sanction.
25. **Breach of Terms and Conditions.** Exhibitors failing to abide by said contractual terms are subject to damages associated with such breach, including but not limited to attorney fees and consequential damages, and will be subject to removal from the Convention Center and being barred from exhibiting at future Association Conferences.