

General Rules, Regulations, and Policies Governing the CAMEX 2018 Trade Show

March 4-6, 2018 | Kay Bailey Hutchison Convention Center (KBHCC), Dallas, TX

National Association of College Stores (NACS) reserves the right to exercise its sole discretion in the acceptance or refusal of exhibit application. All exhibitors must be full NACS Business Partner Members in good standing. (Membership application can be found online at www.nacs.org/membership.)

NACS and its authorized representatives are hereafter referred to as NACS or NACS Management. The CAMEX 2018 Trade Show is hereafter referred to as CAMEX. Kay Bailey Hutchison Convention Center is hereafter referred to as Center. This document, "General Rules, Regulations, and Policies Governing the CAMEX 2018 Trade Show" is hereafter referred to as Rules.

1. Payment Policies

- All payments must be made in U.S. dollars.
- All contracts must be accompanied by payment according to the schedule listed below. Contracts received without such payment will not be processed nor will space assignments be made.
- If paying by check, contracts received on or before July 31, 2017, require a 20% deposit of total booth fee. Full payment is due by Aug. 1, 2017. If space is not fully paid for by Aug. 1, 2017, space is subject to cancellation or reassignment at the discretion of NACS Management.
- If paying by credit card, 20% will be charged upon receipt of contracts received up to July 31, and the balance will be charged automatically on Aug. 1, 2017.
- Contracts received after Aug. 1, 2017, require full payment with contract.

2. Cancellation Policies

- All cancellations must be received in writing addressed to NACS Expositions Department/CAMEX 2018, 500 E. Lorain St., Oberlin, OH 44074 or via email: expositions@nacs.org.
- If cancellation request is received on or before Aug. 1, 2017, the exhibitor will receive an 80% refund of total booth fee. To clarify—the 20% deposit collected will be forfeited by the exhibitor and charged as a cancellation fee.
- If cancellation request is received from Aug. 2, 2017, to Nov. 30, 2017, the exhibitor will receive a 50% refund of total booth fee.
- No refunds on space cancellations will be made after Nov. 30, 2017.
- Refunds due to exhibitors will be paid within 45 days of receipt of written cancellation request.

3. Use of Space

Upon receipt and acceptance of exhibit application, NACS Management will assign booth space and notify exhibitor of acceptance and booth number. Exhibitor may not assign, share, or sublet any space allotted to it and may not advertise or display goods other than those manufactured, distributed, represented, or sold by it in the regular course of business and as listed in the directory. *Note:* Only the name of the exhibitor who has contracted exhibit space will be listed in the CAMEX 2018 Trade Show Exhibitor Listing. NACS Management reserves the right to reassign booth space if necessary.

4. Installation and Dismantle

All exhibits must be installed, dismantled, and removed according to the schedule set forth by NACS Management. Should any paid space remain unoccupied as of 5 p.m. on Saturday, March 3, 2018, except if NACS Management has been notified by the exhibitor and has approved late arrival, NACS reserves the right to rent such space to any other applicant and no refund will be made to the original contracting firm. **Dismantling a display before the official show closing is not allowed.** Early booth dismantling may result in up to \$1,000 fine and being forbidden to exhibit in future NACS events. If any exhibit is not removed by the scheduled move-out time, NACS Management reserves the right to remove and/or discard the exhibit and charge the expense to the exhibitor.

5. Display

NACS will supply the following for each exhibit: 8' curtain background; 3' curtain side rails (not supplied with island or peninsula booths); one two-line sign (7'x44") for exhibitor identification; and one pressure-sensitive floor number in the aisle in front of each booth. Vacuuming the evening before show opening is included with booth fees; any additional vacuuming can be ordered at the exhibitor's expense and may be ordered through NACS' Official General Contractor. All booths must have carpeting (and/or other appropriate floor covering that has been approved by NACS) that covers 90% of their floor space. No signs or articles may be affixed, nailed, or otherwise attached to convention center walls, doors, etc. Likewise,

no attachments may be made to the floors by nails, screws, or any other devices that would damage them. Further display rules, including site-line requirements, hanging signs requirements, and booth heights can be found in the online Exhibitor Service Kit.

6. Booth Conduct and General Practices

Exhibitors must operate in a way that does not interfere with the rights of another exhibitor. Exhibits, displays, and personnel must be presented in a professional manner.

The following practices are not permitted at CAMEX:

- Drawings or other activities that require participants to be present at your booth
- Scheduling conflicting activities during any scheduled CAMEX event
- Revenue-producing event, fundraising event, or event of any type targeted to CAMEX attendees at any time during CAMEX week without the advance approval of NACS
- Suitcasing on the trade show floor
- Solicitation of other CAMEX exhibitors
- Entering any booth uninvited; harassment, plagiarizing, photographing, video taping of another booth without exhibitor's permission
- Conducting business outside of contracted space (**including distribution of fliers or leaflets in public areas**) or other aisle obstruction; mascots, models, and booth personnel must be stationed inside your booth
- Selling of food or beverages in exhibit booth is not permitted—food given away by exhibitors must be either purchased through the catering department of the convention center or permission received by them to distribute product samples
- Popcorn on the exhibit floor
- Smoking in the exhibit hall
- Use or distribution of glitter, confetti, or similar items
- Use or distribution of helium balloons
- Use or distribution of loud music or noise, odors, or flashing lights
- **Children under 18 years of age will NOT be allowed in the exhibit hall except for official "family hour" as designated by NACS Management. Children must be badged at Registration to gain admittance during "family hour," and must be supervised by an adult while on the trade show floor.**

7. Order Taking/Sales

No retail sales are permitted on the trade show floor. Exhibitors are not permitted to sell products for delivery at the show. Orders may be taken for future delivery only. Exhibitors will be responsible for any state or local taxes that are required. Exhibitors will also be responsible for obtaining sales permit numbers, if they are required. Exhibitors agree to indemnify NACS in the event that NACS is found liable for violating any sales tax laws or regulations that arise from or relate to sales made by the exhibitors on the show floor.

8. Licensing

Exhibitors or their agents shall not display or offer for sale any counterfeit product, nor shall they display, offer for sale, or advertise any products which bear the name, logo, mark, symbol, or other indicia of origin of a college or university for which a licensing program exists, unless such display has been authorized by the respective institution and/or its licensing agent. In the event that NACS believes that an exhibitor has violated the licensing agreement, NACS Management shall be entitled to request removal of the unauthorized product. In the event that NACS is found liable for any licensing violation that arises from or relates to an exhibitor's actions, that exhibitor agrees to indemnify NACS.

9. Exhibitor Directory and Floor Plan

An official online directory will be created as part of CAMEX 2018. Only business partners with valid exhibit contracts will be listed. The exhibitor waives any and all claims with respect to errors and omissions in the listing. The exhibitor shall be responsible for submitting the information by stated deadlines, the content of the entries, and for any damages claimed through the publication thereof. **The directory will list company name as it appears in NACS membership records.**

10. Exhibitor-Appointed Contractors (EACs)

Exhibitors using an Exhibitor-Appointed Contractor (EAC) are required to submit EAC Forms contained in the CAMEX Exhibitor Service Kit by the assigned due date and submit a \$150 non-refundable administrative fee. All EACs are obligated to the same rules, regulations, and policies as exhibitors. **It is the exhibitor's responsibility to provide the rules, regulations, and policies to their EACs. In addition, EACs are required to submit proof of insurance naming NACS, Kay Bailey Hutchison Convention Center, and NACS' Official General Contractor as additional insured. EACs must provide NACS with a list of employees that will require exhibit badges. Specific instructions regarding EACs can be found in the online Exhibitor Service Kit's EAC forms.**

11. Exhibitor Hospitality

Exhibitors may not schedule hospitality events, entertainment, or any event during the course of NACS-offered event programming except in their exhibit booth while the trade show is in progress. Companies who wish to host hospitality suites must apply to NACS in writing for permission, and must agree that the suites not be open during any NACS scheduled event. **In addition, no exhibitor may hold any revenue-producing event, fundraising event, or event of any type targeted to CAMEX attendees at any time during CAMEX week without the advance approval of NACS. If an event is held without approval, NACS reserves the right to exclude the exhibitor from future CAMEX Trade Shows.**

12. Badges and Exhibitor Personnel

Exhibitors should register their personnel in advance online at camex.org. Exhibitors are permitted to register five personnel for each 100-square-foot booth unit up to a maximum of 40 personnel. Each representative of an exhibiting company must wear the official CAMEX exhibitor badge at all times while in the exhibit hall. Exhibitor badges are not transferable. Exhibit booths must be staffed at all times during the trade show.

13. Security

NACS Management will contract a security service to monitor the hall during move-in, exhibition, and move-out. However, exhibitors are solely responsible for the care, custody, and control of their own exhibit material. It is suggested that exhibitors carry insurance for covering loss or damage to their exhibit material. See additional insurance requirements in section 14.

14. Exhibitor Insurance

The License Agreement, the Kay Bailey Hutchison Convention Center Rules, the Exhibit Contract, and these Rules limit the responsibility of the Center, NACS' Official General Contractor, and the National Association of College Stores for property loss or personal injury arising from exhibitor's participation in CAMEX or use of the Center. Exhibitor shall, at exhibitor's sole cost and expense, procure and maintain for a period inclusive of the entire term of CAMEX (including the time specified for installation and dismantling), comprehensive general liability insurance against claims for bodily injury, death, and property damage which arise out of or are in any way connected with the exhibitor's participation in the trade show or use of occupancy of the Licensed Premises or the Center, including claims for injuries occurring in the Center. Such insurance must include coverage for contractual liability, product liability, and coverage for the indemnification obligations of exhibitor under these Rules, with combined single limits of liability of not less than \$1,000,000 for each occurrence. **Such insurance must designate the National Association of College Stores, Kay Bailey Hutchison Convention Center, and NACS' Official General Contractor as an additional named insured.** Exhibitor shall obtain and furnish to NACS Management, upon request, a certificate of insurance evidencing the required insurance.

15. Exhibitor Liability-Indemnification and Covenant Not to Sue

Exhibitor agrees to be fully liable and responsible for any and all claims, liabilities, losses, damages, or expenses relating to or arising from an injury to any person or any loss of or damage to property, if such injury, loss, or damage arises out of, or is in any way connected with, the participation in CAMEX by exhibitor. Exhibitor releases NACS from, and agrees not to sue or otherwise make any claim against NACS for any damages or liability in any way related to CAMEX, the Exhibit Contract, the Rules, the License, the Licensed Premises, NACS' Official General Contractor, or the Center for: (i) loss, theft, damage,

or destruction of goods; (ii) injury to exhibitor employees, agents, invitees, or representatives while attending CAMEX; (iii) any damage by reason of failure to provide space for the exhibit, or for the removal or alteration of the exhibit; (iv) any good faith action of any nature by NACS Management; or (v) any other loss or damage of any other nature or character. This release and agreement not to sue covers claims which are both known and unknown. To the fullest extent permitted by applicable law and statutes, exhibitor agrees to protect, indemnify, hold harmless, and defend NACS, the Center, and NACS' Official General Contractor against all claims, liabilities, losses, damages, and expenses arising out of or relating to exhibitor's participation in CAMEX or use or occupancy of the Licensed Premises or Center, including reasonable attorneys' fees and all costs of litigation.

16. Force Majeure Clauses

NACS will not be responsible in any event for any loss, damage, delay, or limitation related to acts of God, transportation stoppages, labor disputes, government restrictions, civil unrest, warfare, acts of terrorism, unavoidable casualty, or any other similar or dissimilar causes beyond the control of NACS. Exhibitor hereby releases and discharges NACS from liability for any such loss, damage, delay, or limitation. Should any contingency prevent the holding of CAMEX, NACS may retain such part of the fee specified in the Exhibitor Contract as is required to compensate NACS for expenses incurred up to the time such contingency has occurred.

17. Cancellation of CAMEX 2018

Should any contingency prevent holding of the exposition, other than through a direct act or omission of NACS, NACS may retain such part of exhibitor's booth fees as shall be required to recompense it for expenses incurred up to the time of cancellation, and both parties will be relieved of any other and all further liability.

18. Compliance with all Federal, State, and Local Laws; Kay Bailey Hutchison Convention Center Rules, Regulations, and Policies; Local Labor Rules; and NACS Rules, Regulations, and Policies

Exhibitor shall comply with all applicable laws, rules, and regulations of governing authorities, including without limitation, all applicable fire, health, and safety regulations; building/catering regulations; labor/union policies; music licensing regulations; ADA regulations; sales tax laws and regulations; as well as any and all present and future rules, regulations, and schedules of which it has notice promulgated by NACS regarding the planning, construction, maintenance, and removal of exhibits and the occupancy of exhibition areas at the conference, including the rules and regulations as set forth in the Exhibitor Service Kit and/or periodic updates.

19. Music Licensing

Exhibitors may not play unlicensed music during CAMEX. In the event that NACS is found liable for a copyright infringement arising from an exhibitor's unauthorized use of copyrighted music, the exhibitor agrees to indemnify NACS in full.

20. Exhibitor Booth Dismantling Penalty

Exhibitors may not dismantle their booths prior to official show closing. Early booth dismantling may result in up to **\$1,000 fine** and being forbidden to exhibit in future NACS events.

21. Rules Amendments and Enforcement

NACS shall have the final determination, interpretation, and enforcement of all rules, regulations, and conditions governing exhibitors. All matters and questions not covered by these regulations shall be subject to the final judgment and decision of NACS Management. If any of the above laws, rules, regulations, and/or policies are violated by an exhibitor, NACS reserves the right to annul or cancel this Contract, remove exhibitor from the exhibit hall, take away priority points, impose fines, and/or forbid the exhibitor from participation in future NACS Trade Shows. Such rules, regulations, and schedules may be amended from time to time by NACS Management, and exhibitors shall comply with any and all such amendments following written notification of such changes.

22. Applicable Law

These Rules and all other terms and conditions of the Exhibit Contract shall be governed by and construed in accordance with the laws of the state of Ohio without regard to conflict of laws, rules, policies, or principles.