

# Terms of Agreement

Please read carefully as you and ALL representatives of your company will be held accountable for all terms outlined in this agreement. You must agree to the terms or you will not be able to complete your registration.

## 1. Contract for Exhibit Space

This contract for exhibit space and formal notice of assignment by the New Jersey School Buildings and Grounds Association (NJSBGA) and the full payment of rental fees constitute a contract for the right to use the assigned exhibit space.

## 2. Payment for Space

The cost of the exhibit space is **due in full** prior to the Expo. Booths will be held for up to two weeks. Payment must be received within that time frame.

## 3. Installing and Dismantling

**Exhibitors may set up their booths on Monday, March 23rd from 12pm to 5pm. All exhibits must be completed by 5pm. All packing cartons, materials and equipment that are not part of your exhibit must be removed from the exhibit hall on Tuesday March 24th by 5pm. Breakdown before designated time forfeits the opportunity to exhibit at future shows.**

## 4. Use of Space

All demonstrations and other sales activities must be confined to the limits of the exhibit booths. No exhibitor shall assign, sublet or share the space allocated without the knowledge and consent of the NJSBGA Executive Director. Displays shall not be placed in a manner so as to interfere with other exhibits. NJSBGA reserves the right to exclude from exhibition any or all literature, illustrations, materials or products that in its judgment are not consistent with the proper decorum of the exhibit show.

## 5. Noise Making Exhibits

Exhibits which include operations of equipment, radios, public address systems or any other noise making machines must be constructed or arranged so that the noise resulting from demonstration will not annoy or disturb adjacent exhibitors and their patrons.

## 6. Insurance

Responsibility for various types of insurance is that of each individual exhibitor. Each exhibitor will hold free of liability, in connection with property damage or personal damage to his agents and employees, Harrah's of Atlantic City, the NJSBGA and the employees of each such organization for loss, theft, damage, destruction of goods, or for any injury to himself/herself/ or employees while in the exhibit and at the Expo site for any damages of any nature or character. Please remove valuable items from booth when exhibit areas are closed.

## 7. Fire Protection

No flammable fluids, substances or materials of any nature, or decorative material that is not flameproof, may be used in the booth. Electrical wiring for products or displays must conform to the National Electrical Code Safety Rules. Local fire regulations must be complied with.

## 8. Space Assignment

Assignment of space for all valid contracts in hand will begin in January 2020. In all cases, efforts will be made to assign space in as close compliance as possible with applicants choices. Assignments will be made on a first come, first served basis. NJSBGA reserves the right to refuse exhibit booth registrations due to space limitations and/or place exhibitors in empty locations of its choosing after registration deadlines have passed.

## 9. Exhibit Booth Offering

All single booths are 9 feet wide by 10 feet deep and all double 18 feet wide x 10 feet deep except where designated. Booth space will be made available on a first come-first served basis. Side dividers and curtains, back drop curtains, one line signage, table and 2 chairs are included in the booth price.

## 10. Display Operations (Selling, Prize Drawing, Promotions)

•Exhibitors may show, discuss, explain and demonstrate items or services but may NOT make sales which result in the exchange of merchandise and/or money in the exhibit hall.

Prize drawings will be allowed within guidelines furnished by NJSBGA (contained in the Exhibitor Registration Package) **VENDOR WILL BE RESPONSIBLE** for notifying winners of all prize drawings done at their booth that are not part of the NJSBGA's Expo Program. Raffles and Lotteries are prohibited.

Interviews, demonstrations, distribution of literature, etc. are permitted only within the exhibitor's space. Samples, souvenirs may NOT be sold, and if distributed, must directly relate to products or services displayed in the exhibitor's booth. Booth activities which cause people to congregate in the aisles are prohibited.

**NJSBGA WILL NOT PERMIT NON-EXHIBITORS TO CANVAS, SOLICIT, HOLD CONFERENCES OR DISTRIBUTE LITERATURE OR OTHER PROMOTIONAL MATERIAL OR DEVICES DURING THE EXPO.** No photography of an exhibitor's display will be allowed without permission of the exhibitor.

## 11. Exhibitor Admission Credentials

Exhibitors when registering on line will be able to purchase additional badges during the registration process. (Each booth reservation includes 4 complimentary representative reservations per booth.) Vendors will be charged \$65 per additional badge over the 4 per booth.

Each representative may register upon arrival and at all times wear his/her identification badge, containing the name of the firm that contracted the space, which will be furnished by the NJSBGA according to the information provided in the Exhibitor Registration Form. This badge entitles the bearer entry to the Expo floor.

**NO SWITCHING OR SHARING** of name badges with other company representatives, exhibitors or non-exhibitors will be permitted. Additionally, company representatives may be asked for an additional form of identification to verify the badge they are wearing.

**ANY unauthorized badge holder MUST LEAVE the exhibit area and the Expo site WHEN INSTRUCTED TO DO SO.**

Access to exhibit space is permitted one half hour before show hours. All exhibit space, regardless of location, may be open during show hours designated by NJSBGA. **YOUR BOOTH MUST BE STAFFED DURING ALL OPEN SHOW HOURS DESIGNATED BY THE NJSBGA. A MAXIMUM OF SIX (6) REPRESENTATIVES AT THE BOOTH AT ANY GIVEN TIME IS REQUESTED.**

## 12. Hold Harmless Clause:

Exhibitor assumes entire responsibility and hereby agree to protect, defend and save the NJSBGA and Harrah's of Atlantic City, the owners of the building in which the Expo is located, and its employees and agents harmless against all claims, losses and damages to persons or property, governmental charges or fines and attorney fees arising out of or caused by Exhibitors installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof. In addition, Exhibitor acknowledges that the NJSBGA and the owners of the building the Expo is located, do not maintain insurance covering Exhibitors property and that it is the sole responsibility of the Exhibitor's business interruption and property damage insurance covering such losses as Exhibitor.

**13. NJSBGA reserves the right** to make such additional conditions, rules & regulations as deemed necessary to enhance the success of the exhibition, and to decline or prohibit any exhibit which in its judgment is out of keeping with the character of the Expo; this reservation being all-inclusive as to persons, things, printed matter, products and conduct. Please remember that this is a contracted agreement. All exhibits will remain in place until the end of the exhibitor program.

## 14. CANCELLATIONS – Vendors and Attendees

Cancellations or Adjustments made by the NJSBGA or the Exhibitor for contracted sponsorships and/or contracted spaces after March 13, 2020 will not be refunded. All reservations are guaranteed. ALL cancellations or adjustments made prior to March 13, 2020 must be confirmed in writing and forwarded to the NJSBGA via mail or email [njsbgaexpo@yahoo.com](mailto:njsbgaexpo@yahoo.com). Please be advised the only way the NJSBGA can cancel the show is if the hotel must close. Weather related refunds can only occur if notified by the above dates or the hotel is forced to close.