

NCLR NATIONAL LATINO FAMILY EXPO®

JULY 8-10, 2017

PHOENIX CONVENTION CENTER | PHOENIX, AZ

**NONPROFIT,
GOVERNMENT, AND
SMALL BUSINESS
EXHIBITOR
AGREEMENT**

Please return completed agreement to: NCLR Annual Conference | Attn: Sponsorships and Sales Team
1126 16th Street NW, Suite 600 | Washington, DC 20036-4845 | Email: pluizaga@nclr.org | Fax: (202) 318-0744

CONFERENCE COORDINATION

1. **Exhibit Booth Name** (As it will officially appear in all NCLR Annual Conference materials)

2. **Primary Contact** (The individual who will receive all event materials, including the Exhibitor Service Manual and order forms.)

First Name _____ Last Name _____

Title _____

Company _____

Street _____

City _____ State _____ ZIP _____

Phone _____ Fax _____

Email _____

EXHIBIT OPTIONS

1. **National Latino Family Expo** (Includes one 10'x10' booth space and one full Conference registration)

Early-Bird Government \$1,700 Early-Bird Nonprofit \$1,275 Small Business \$3,000
 Government \$2,000 Nonprofit \$1,500

___ Quantity (maximum 6 spaces) Total \$ _____

*Signed agreement must be received by **February 28, 2017** to secure 15% Early-Bird discount. All booths come standard with 6' skirted table, two chairs, one wastebasket, and identification sign. Additional furniture or decorations may be ordered through the exhibit hall decorator, Hargrove, Inc.*

2. Preferred Pavilion Placement

Please indicate in numerical order (1-4) which National Latino Family Expo pavilion you would prefer your booth to be placed in. Please note that placement is not guaranteed.

___ Children's ___ Community ___ Career and Education ___ Health and Fitness ___ STEAM

COMMEMORATIVE PROGRAM BOOK ADVERTISEMENT

Full Page Color Ad \$2,500

Ad must be received by deadline provided in approved NCLR format to guarantee inclusion.

TERMS OF SALE: Space in the Phoenix Convention Center exhibit hall is limited. The National Council of La Raza (NCLR) shall base all space assignments on overall support of NCLR, level of event participation, the exhibitor's history with NCLR, size and configuration of exhibit, and pavilion placement. Furthermore, NCLR reserves the right to reassign exhibit space to ensure safety and convenience and to avoid conflict of products and/or exhibitors. Exhibits must be confined to the space leased. Sales may not take place on the Exhibit hall unless previously authorized by NCLR personnel.

Exhibit and advertisement cancellation requests must be received in writing by May 31, 2017 and are subject to a 15% penalty. No refunds will be made after Wednesday, May 31, 2017. All rates quoted are inclusive and noncommissionable.

The undersigned, agrees to provide proof of insurance to NCLR prior to July 5, 2017. Failure to provide an insurance certificate does not relieve the exhibitor from its insurance obligation. The undersigned, agrees to abide by the exhibit rules and regulations set by NCLR, which will be provided to the Primary Contact listed above.

The undersigned has read and agrees with the Terms of Sale of this agreement and agrees to comply with exhibit rules and regulations listed below as set by NCLR. Exhibit cancellation requests must be received in writing by May 31, 2017. The undersigned, agrees to abide by the exhibit rules and regulations set by NCLR, which will be provided to the Primary Contact listed above.

The undersigned has read and agrees with the Terms of Sale of this agreement and agrees to comply with exhibit rules and regulations listed below as set by NCLR. The undersigned represents that he/she is duly authorized to execute this binding agreement on behalf of the exhibitor.

Signature _____ Date _____

BILLING AND PAYMENTS

1. Contact Information (if different from Primary Contact)

First Name _____ Last Name _____

Title _____

Company _____

Street _____

City _____ State _____ ZIP _____

Phone _____ Fax _____

Email _____

2. Purchase Authorization

The undersigned has read and agrees with the Terms of Sale of this agreement and agrees to comply with exhibit rules and regulations as set by NCLR.

Signature _____ Date _____

3. Payment Information

American Express MasterCard Visa

Card Number _____ Expiration Date _____

Name on Card _____ Cardholder Signature _____

Check Enclosed (Please make check payable to National Council of La Raza.)

Purchase Order Enclosed Send Invoice*

** Unless otherwise requested, this agreement serves as an invoice for payment.*

2017 EXHIBITOR RULES AND REGULATIONS

ASSIGNMENT OF SPACE: The National Council of La Raza (NCLR) reserves the right to locate and or relocate any exhibit, at its own discretion, in the best interests of the exposition. The exhibitor will bring no claim against NCLR, whatsoever, regarding its or any other exhibitor's location.

USE OF SPACE: No portion of the exhibitor's display may extend into the aisle, any adjoining booth, or any other area outside the perimeters of the booth. Exhibitors may not use any portion of the aisles, entrances, or other common areas of the exhibit hall for conducting or soliciting business, promoting products or services, or distributing literature, materials, or souvenirs. **No exhibitor shall assign, sublet, donate, or share the space allotted.** Firms or organizations not assigned an exhibit space will not be permitted to solicit within the exhibit area.

SALES: The exchange of money is strictly prohibited on the general exhibit floor, except by authorized exhibitors placed by the NCLR Exhibits Coordinator. No sale of articles of any nature whatsoever shall be made by exhibitors outside this exhibit area, unless permission to take orders (not direct sales) is granted by NCLR's Exhibits Coordinator or a designated representative. Such permission is to be requested in writing by May 31, 2017 and submitted with the signed exhibitor contract.

REGISTRATIONS: Exhibitors and sponsors can purchase additional full Conference registrations online at a discounted rate of \$475. Tickets to the Evening Event can be purchased for an additional \$25. Once on site registration opens, the full registration rate of \$650 will be charged for any additional registration purchases.

COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS: The exhibitor is responsible for knowledge of and compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to the exhibitor's participation in the NCLR National Latino Family Expo, as well as all rules and regulations of the convention center. The exhibitor is responsible for obtaining any licenses and permits necessary for its own exhibition. The exhibitor shall take all necessary measures to safeguard persons and property in the convention center from any hazards associated with the exhibitor's exhibit equipment. The exhibitor shall comply with applicable industry safety standards. The exhibitor agrees that if notified by NCLR that the condition of the exhibitor's space is unsatisfactory for any reason, the exhibitor will immediately remedy the condition. If the condition is not remedied to NCLR's satisfaction, then NCLR will have the discretion to require the exhibitor to remove the exhibit.

FORCE MAJEURE: NCLR may suspend or terminate this agreement without penalty in the event that the facility

becomes unavailable or is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the NCLR National Latino Family Expo as scheduled due to any event beyond the control of NCLR, including but not limited to the following: strike; lockout; injunction; emergency; act of God; act of war; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impractical for NCLR to hold the event as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any convention center, headquarters, hotel(s), or necessary expansion space). In such an event, the exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of the NCLR National Latino Family Expo shall be to refund to the exhibitor all payments made for exhibit space, less a proportionate share of all expenses incurred and committed by NCLR, such as, but not limited to, advertising, convention center fees, etc., to the extent any monies remain after payment of such expenses.

CANCELLATIONS: Exhibit cancellation requests must be received in writing by May 31, 2017. No cancellation requests made after May 31, 2017 will be honored.

EXHIBITOR SERVICE MANUAL: Within 30 days of receiving this signed agreement, NCLR will provide each exhibitor with an Exhibitor Service Manual, which is incorporated as part of this agreement by reference, containing all forms and information necessary to order services and decorations for the exhibit. Requests for skilled laborers for the installation of utilities, as well as those services provided through common labor, porters, or equipment rental, may be arranged through NCLR's official service contractor.

FOOD AND BEVERAGES: Only the official caterer, in show management-designated areas, may distribute food and beverages within the convention complex. Sampling is permitted but must follow the rules and guidelines of the Phoenix Convention Center's exclusive caterer.

ADDITIONAL SERVICES FOR EXHIBITORS: All services, such as electricity, internet, carpet, water, and flowers, must be ordered through the exhibitor service manual provided by the event decorator, Hargrove, Inc., at an additional cost and will be billed to the exhibitor.

SHIPPING OF EXHIBIT MATERIALS: Shipping of exhibitor items comes at the exhibitor's expense and should comply with guidelines set forth by the official service contractor listed in the Exhibitor Service Manual.

STORAGE OF PACKING BOXES AND CRATES: Exhibitors are not permitted to store empty packing boxes or crates in booth space or on the Exhibit hall while the show is open. All packaging must be stored and delivered through the official service contractor at standard rates. Detailed information on storage facilities and procedures can be found in the Exhibitor Service Manual.

UNIONS: The exhibitor hereby agrees to abide by all agreements made among any unions or other labor groups with jurisdiction

at the exposition and show management or its agents and the exposition facility.

LIABILITY: Each exhibitor has the responsibility of safeguarding its own exhibit materials or goods from the time they are placed in the exhibit space until they are removed. The exhibitor agrees to make no claim against NCLR or any of its sponsors, affiliates, agents, officers, directors, employees, representatives, servants, or contractors on account of loss occasioned by fire, accident, theft, storm or damage due to the exhibitor's negligence, act, or omission; any injury to the exhibitor or exhibitor's employees; or damage of any other nature or character, including any damage to the exhibitor's business as a result of the exhibit, or as a result of its installation or removal or for failure to hold the exhibition as scheduled.

INSURANCE: The exhibitor is required to have the appropriate amount of insurance coverage for the duration of the event, including move-in, move-out, and transportation to and from the exhibit hall. The exhibitor will, at its sole cost and expense, procure and maintain insurance through the term of this agreement, occurring in or upon, or resulting from, arising out of, or relating to the premises leased by NCLR. As a standard requirement for all exhibitors, it is necessary to provide proof of general liability coverage from an insurance company in good standing with minimum policy limits of no less than \$2 million. Such insurance shall name National Council of La Raza and the City of Phoenix Convention Center as an additional insured (with no limitations). The exhibitor's insurance policy or policies must include a waiver of subrogation in favor of NCLR. Furthermore, all insurance policies carried by the exhibitor will be primary, without any contribution from insurance coverage carried by NCLR, covering claims resulting from, arising out of, or relating to the negligence, acts, or omissions of the exhibitor. Exhibitor's workers compensation and occupational disease insurance shall be in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for the exhibitor. Certificates of said insurance shall be provided to show management by the exhibitor before the opening of the show. Failure to provide an insurance certificate does not relieve the exhibitor from its insurance obligation and may cause NCLR to prevent exhibitor from displaying its exhibit. Proof of insurance must be presented to NCLR prior to July 5, 2017. The exhibitor shall be solely liable for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the custody, possession, operation, maintenance, or control of said leased space of exhibit, for negligence or any other cause of action relating thereto.

INDEMNIFICATION: Exhibitor agrees to defend, indemnify, and hold harmless NCLR, its sponsors, the convention center, the operator, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments, and liabilities (including court costs and reasonable attorney fees) based upon or arising out of any act, omission, negligence, misconduct or breach of any material condition of this agreement by the exhibitor, its contractors, or their respective

officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

WAIVER: The exhibitor acknowledges that NCLR, its sponsors, the convention center, and the operator do not carry insurance coverage for the exhibitor's property. The exhibitor is solely responsible for the security of its property and property of others under its control. The exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss which the exhibitor or its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors, might sustain as a result of the exhibitor's participation in the NCLR National Latino Family Expo. The exhibitor hereby waives any and all rights of recovery, refund, or compensation for bodily injury (including death) or property damage against NCLR, its sponsors, the convention center, the operator, and their respective officers, directors, employees, and agents based upon or arising out of the exhibitor's participation in the NCLR National Latino Family Expo, except such losses as may be the result of the sole gross negligence or willful misconduct of NCLR.

SECURITY: NCLR will provide security services in the exhibit hall area from 8:00 a.m. on Friday, July 7, 2017 until 5:00 p.m. on Tuesday, July 11, 2017. These services shall not be deemed to increase the liability of NCLR or the Phoenix Convention Center, or to modify in any way the assumption of risk and release provided above. Properly credentialed exhibitors will be admitted to the exhibition hall one hour before show opening each show day and may remain for up to one hour after show closing each evening. It is recommended that exhibitors take precautionary measures, such as securing small or easily portable articles of value and moving such articles to a place of safekeeping after exhibit hours.

COOKING AND COOKING APPLIANCES: Cooking is permitted on a limited basis and must follow all guidelines as outlined in the Exhibitor Services Manual and by the Phoenix Convention Center. Fire extinguishers are required in all exhibit booths in which any cooking occurs. It is the sole responsibility of the exhibitor to provide an approved extinguisher directly through the convention center.

VEHICLES ON DISPLAY: Vehicles are allowed on the Exhibit hall. All vehicles must be approved by the Phoenix Convention Center and abide by Fire Marshall regulations. NCLR is not responsible for any additional fees associated with vehicle setup. All fuel tank openings shall be locked and sealed to prevent escape of vapors. Fuel tanks may not contain more than one-fourth capacity or five (5) gallons of fuel whichever is less. For more details on vehicle displays please refer to the Exhibitor Manual.

SOUND LEVELS: Exhibits that include the operation of musical instruments, radios, motion picture sound equipment, public address systems, or any noise-making machines must be kept at

or below 85 decibels and not interfere with surrounding exhibits. All plans for the installation and operation of sound equipment must have prior approval from NCLR's Exhibits Coordinator or a designated representative.

MOTION PICTURE PROJECTION: The operation of motion picture equipment is limited to demonstrations only and shall not be used for showings designed to attract or amuse visitors. All projections must be in accordance with the requirements of fire prevention authorities and in harmony with any agreements between the exhibitor and NCLR. All plans for the installation and operation of motion picture equipment must have prior approval from NCLR's Exhibits Coordinator or a designated representative. NCLR reserves the right to shut down sound devices if the exhibitor's sound level disturbs or disrupts fellow exhibitors.

CARE OF BUILDING AND EQUIPMENT: Exhibitors and their agents shall not injure or deface the walls of the building, the booths, or booth decorations. Exhibitors are forbidden to use tacks, nails, screws, tape, or other adhesives to affix materials to, into, or onto the walls, ceilings, painted surfaces, fire sprinklers, columns, or windows. Distribution of promotional gummed stickers or labels is strictly prohibited.

RESTRICTIONS ON OPERATIONS OF EXHIBITS: The exhibitor agrees to strictly comply with the applicable terms and conditions contained in the agreement between the exhibit hall management and NCLR regarding the exhibition premises. NCLR's Exhibits Coordinator or a designated representative reserves the right to restrict exhibits which—because of noise, method of operation, material, or any other reason—become objectionable, and also to prohibit or evict any exhibit which in the opinion of NCLR may detract from the general character of the exhibit area as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character that NCLR determines to be objectionable to the exhibition or does not conform to NCLR standards. In the event of such restriction or eviction, NCLR is not liable for any refund or other exhibit expenses.

AMERICANS WITH DISABILITIES ACT (ADA): Exhibitor is solely responsible for ensuring that its booth is in full compliance with the ADA and any similar state and local laws, and for all costs related thereto.

USE OF NCLR'S LOGO: Exhibitors are prohibited from using the NCLR logo and any of its trademarks without prior written approval by NCLR.

All points not covered are subject to the decision of NCLR's Exhibits Coordinator or a designated representative.

For more information, call 800-311-NCLR (800-311-6257), email pluizaga@nclr.org, or visit conference.nclr.org.