

# NGWA Conference Exhibit/Sponsorship Terms and Conditions

## NGWA event disclaimer

NGWA events are open to all business entities that provide goods and services to NGWA members and attendees, and meet the criteria established by the board. NGWA does not endorse nor evaluate the products or services of the sponsor. Therefore, the fact that a business entity exhibits at or sponsors an NGWA event should not be considered as an endorsement by NGWA.

## NGWA rules/regulations

NGWA will not be bound to any verbal agreements, representations, or statements between sponsors, staff, and/or any other parties unless confirmed and signed in writing by the show management (NGWA). Sharing space or subleasing is prohibited. All signs, displays, persons, marketing material, and products in the display area must be related to the exhibiting company or its subsidiaries.

## Exhibits

NGWA will from time to time offer exhibit opportunities at its various niche conference and workshop events. The event topic and the nature of the facility will determine whether or not exhibit space is offered. If offered at these events, exhibits will be limited to table top displays fitting on a 6-ft. table.

## Character of exhibits

Exhibitor is expected to tailor its display according to the size of the display area indicated. Character of exhibits shall be subject to approval of show management. The right is reserved to refuse the applications of concerns not meeting standards required or expected, as well as the right to curtail or to close exhibits or parts of exhibits that reflect unfavorably on the character of the meeting.

## Exhibit payment terms and cancellation policy

Exhibit space will only be reserved with a signed agreement and full payment. Requests for cancellation must be made in writing and sent to [sales@ngwa.org](mailto:sales@ngwa.org). Cancellations made 30 days or less prior to the event will result in no refund.

## Fire regulations

All materials used in the exhibit area shall be fireproofed and conform to all fire department regulations. Strict compliance with fire regulations is mandatory. Storage of materials under tables or behind draperies is prohibited. Empty boxes must be disposed of immediately. No storage is permitted behind draperies or by electrical outlets. The fire marshal has authority to issue citations and give instructions to remove items not in compliance.

## Move-in/move-out schedule

Please refer to your event confirmation for exact details. Exhibits must be set up when event opens. Tear-down begins when the event closes or is otherwise designated in the exhibitor information package.

## Assignment of space

Event management will assign space on a first come, first served basis. No exhibit area will be assigned without a completed application and payment. NGWA reserves the right to adjust placement on-site.

## Unoccupied space

No refund will be made in the case of forfeiture by exhibitor.

## Restrictions

No alcoholic beverages can be distributed by exhibitors in the exhibit area unless part of an approved sponsorship. No live animals will be permitted in the exhibit area. No helium balloons are permitted in the exhibit hall. No carts, hand trucks, etc., are permitted on carpeted surfaces. The purchase of all food and beverage items, and novelties must be arranged through the facility's exclusive concessionaire.

## Light fixtures

No exhibitor shall install any floodlight fixtures that may cause the light coming from them to shine in other exhibits or in the eyes of guests, or which are objectionable to other exhibitors.

## Sound/audiovisual/demonstration restrictions

Sounds for presentations must be maintained at a sufficiently low level so as not to interfere with other exhibitors. Music is not permitted. Any demonstration of products or services must be conducted within the confines of the exhibitor's own area.

## Photography/videotaping

Photography and videotaping are prohibited without the written permission of NGWA. By virtue of completing this agreement, you grant NGWA full rights to use any photos/videos/recordings containing your likeness taken during the routine business course of the event, by NGWA or its official representatives, to be used in any future promotional endeavors of NGWA and its affiliates, without any further notification or expectation of compensation.

## Signs, sightlines

Table top displays shall be designed in such a manner as not to interfere with the sightlines of adjacent and neighboring displays. Displays will be no higher than 8 feet.

## Attendee list

Exhibitors will be issued a one-time preshow and postshow list for marketing purposes containing contact information in accordance with NGWA's privacy policy (<http://www.ngwa.org/About/Pages/Privacy-Policy.aspx>). Abuse of this one-time-only rule may result in expulsion from future NGWA events.

## Sponsorships

NGWA niche events may from time to time lend themselves to various sponsorship opportunities. NGWA shall determine the availability and scope of sponsorships.

## Sponsorship payment terms and cancellation policy

Sponsorships may be paid for in installments, according to the following schedule: 50% deposit of the total sponsorship is due with the submission of this contract; the remaining 50% will be due 60 days prior to event. Failure to pay balance of fees by due date shall be considered a material breach of the agreement and may result in cancellation of sponsorship. Upon such breach, sponsor shall forfeit deposits paid and NGWA reserves the right to resell forfeited sponsorship to another company. Requests for cancellation and refunds must be made in writing and sent to [sales@ngwa.org](mailto:sales@ngwa.org). NGWA will retain 25% of the total contracted sponsorship amount. Cancellation requests received less than 60 days prior to the event shall result in no refund. NGWA shall not be liable for any interest on any amount refunded.

## Admission

Admission to the event will be by official NGWA registration badges only, which must be worn at all times. Badges are nontransferable and must be worn by the person whose name is on the badge. NGWA shall have sole discretion over the admission of persons visiting the event.

**Antitrust advisory**

NGWA members and staff are responsible for ensuring that all of their activities are within the antitrust laws. Penalties and convictions for violation are severe for individuals, their companies, and the Association. Lawsuits are costly to defend and can severely impede the Association's operations or existence. The following topics should not be discussed or be the subject of any type of agreement among competitors, whether formal or informal, express or implied:

- Prices to be charged to customers or suppliers; it is illegal to fix selling prices (maximum, minimum, or otherwise)
- Methods by which prices are determined or plans to change prices; it is illegal to agree to change prices at the same time
- Advertising prices; such agreements are illegal
- Plans to not sell at less than a certain markup even if there is no agreement as to the precise price to be charged
- Fixing buying prices for raw materials
- Not buying from, selling to, or dealing with particular persons or classes of customers or prospective customers
- Limiting production
- Dividing market
- Refraining from bidding for an order or job
- Not selling in a particular market area
- Exchanging of specific customer prices among competing sellers
- Discontinuing selling to one or more customers for nonpayment of bills or otherwise.

**Indemnification**

Exhibitor/sponsor hereby agrees to indemnify, save, and hold harmless NGWA and its subsidiaries, affiliates, related entities, partners, officers, directors, employees, attorneys, heirs, and successors from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any act or omission by sponsor or any of its officers, directors, employees, or agents; (ii) any use of sponsor's name, logo, website, or other information, materials, products, or

services provided by sponsor; and/or (iii) the inaccuracy or break of any of the covenants, representations, and warranties made by exhibitor/sponsor in this agreement. This indemnity shall require the payment of costs and expenses by sponsor as they occur. NGWA shall promptly notify sponsor upon receipt of any claim or legal action referenced in this section. The provisions of this section shall survive any termination or expiration of this agreement.

**Amendments**

Event management reserves the sole and exclusive right to amend, modify, or change, from time to time, the rules and regulations herein contained so as to affect the terms and conditions of the agreement and, upon reasonable notice to exhibitor, the exhibitor agrees to comply with such amendments, modifications, or changes as if fully and originally written herein.

**Interpretation**

Event management shall be the interpreter of the requirements of this agreement and its decision shall be final. In the event of a dispute, this agreement shall be construed in accordance with the laws of the State of Ohio, and any proceedings in Franklin County, Ohio.

**Official/exhibitor/sponsor representative**

By signing this contract, incorporating these terms by reference, the exhibitor/sponsor agrees to abide by these rules and regulations, and by the decisions of NGWA. This contract will also become binding on both the exhibitor/sponsor and the Association upon its acceptance by NGWA.

**Agreement**

Notwithstanding anything to the contrary herein contained, the exhibitor/sponsor agrees that this agreement is subject to the terms of a lease agreement between NGWA and the event facility, under which NGWA has leased the premises of which the exposition space herein let is a part. Exhibitor/sponsor shall honor the contractual agreements between the exhibit facilities, local union groups, and/ or exclusive contractors. This agreement constitutes the entire agreement between the parties and cannot be amended, modified, or changed without a subsequent agreement in writing signed by the parties, except as set forth in the aforementioned paragraphs.

Event name \_\_\_\_\_

Exhibit \_\_\_\_\_

Sponsorship/Type \_\_\_\_\_

**I certify that I am authorized to sign this agreement on behalf of my company.**

Signature \_\_\_\_\_

Print name \_\_\_\_\_

Company \_\_\_\_\_ Date \_\_\_\_\_

**National Ground Water Association**

Signature \_\_\_\_\_

Print name \_\_\_\_\_ Date \_\_\_\_\_

