

TERMS AND CONDITIONS

The Exhibitor agrees to abide by all rules, regulations, terms and conditions as outlined herein. This application becomes a contract and is binding on both parties on the date submitted online and approved by NFPFHA via email. This document contains the entire Agreement between the parties and supersedes any prior agreement. The terms of this document may not be changed except in writing and signed by the parties.

DEFINITIONS

"NFPFHA" as used herein refers to NFPFHA: National Family Planning & Reproductive Health Association, a Washington, DC nonprofit association. The word "Exhibitor" refers to the exhibiting organization in the application. "Expo" means NFPFHA's designated exhibit show area, part of the NFPFHA National Conference.

CONTRACT FOR SPACE

This application for exhibit booth space, once NFPFHA has approved it and returned it to the Exhibitor as notification of the space that has been assigned, constitutes a contract for the right to use exhibit space.

FORCE MAJEURE, CANCELLATION OR POSTPONEMENT OF EXPO MODIFICATIONS

In the event of fire, disaster, terrorism, threat of terrorism, civil disturbance, government or travel advisories, hazardous weather, strike, or any unforeseen occurrence that renders the fulfillment of this contract impossible by NFPFHA, at NFPFHA's option, the contract will be terminated or the parties shall mutually amend it. The Exhibitor hereby waives any claim against NFPFHA for damages or compensation in such event. In the event that the Expo is canceled for any other reason, the liability of NFPFHA shall be limited to the money paid by Exhibitor as exhibit booth rental, less a proportionate share of all expenses incurred by NFPFHA as related to the Expo. No refund shall be made should the dates or location of the exhibit be changed, but Exhibitor will be assigned space that the Exhibitor agrees to use under the same rules, regulations, terms and conditions. NFPFHA shall not be financially liable in the event the Expo is interrupted, canceled, moved or dates changed except as provided herein. The information contained in the Exhibitor Prospectus is preliminary and is subject to change. NFPFHA reserves the right to modify the Expo schedule and make any adjustments in booth assignments, size, and equipment as deemed necessary to meet Conference programming needs, or as may be required by the venue or facility management.

CANCELLATION BY EXHIBITOR

Cancellation of exhibit booth space must be in writing and postmarked or emailed to exhibits@nfpfha.org by the cancellation deadline of January 18, 2019. Cancellations are subject to a 75% fee on the total of the exhibit booth rental. There will be no refunds after the cancellation date.

USE OF SPACE

The primary purpose of exhibits at the NFPFHA National Conference is to inform NFPFHA members and the publicly funded family planning and sexual health provider community about products and services that may be of interest to them in conducting their businesses and in their professional capacities. Acceptance of an application and contract with a potential exhibitor or sponsor is not, and should not be construed as an endorsement by NFPFHA of the exhibitor or sponsor, or of its programs, products, and services. All exhibits set up late or torn down early, and exhibitors who dismantle their booths before the official close of the Expo area will be subject to lower priority booth assignments at future NFPFHA conferences, or may not be permitted to participate as an exhibitor at future NFPFHA conferences.

BOOTH SHARING AND SUBLETTING SPACE

Booth space sharing and subletting is not permitted.

GENERAL CONDUCT OF EXHIBITORS

Exhibitors must confine all materials and promotional activities to their contracted booth space. All of the following practices are expressly prohibited: promotion of products and services other than those manufactured or regularly distributed by the Exhibitor; use of strolling entertainment or activities, including surveying attendees, or distribution of marketing collateral outside of contracted booth space; distribution of samples outside of contracted booth space; excessive noise or odor that interferes with other Exhibitors; storage or use of flammable or explosive materials or any substance prohibited by local laws or insurance carriers; solicitation of business by anyone other than representatives of Exhibitor; and promotion of any activities that draw NFPFHA attendees away from the Expo during show hours. NFPFHA also reserves the right to restrict or prohibit any contest, promotion, lottery, or give away that causes blocking or disturbance to other exhibits or patrons or that could be considered illegal under the laws of the District of Columbia. Display boards and other exhibit materials may not be placed in such a manner as to interfere with Exhibitors in neighboring booths. Special sound and lighting effects are permissible to the extent that they do not create objectionable interference to the Exhibitors in neighboring booths.

LIABILITY AND INSURANCE

The Exhibitor shall at all times protect, indemnify, and hold harmless NFPFHA, the Conference venue and their directors, officers, agents, and employees, from all claims, demands, action, loss, cost or liability of every kind including reasonable legal fees and expenses arising from or by reason of the Exhibitor's occupancy and use of exhibition premises or apart thereof, including but not limited to, any costs incurred as the result of alleged violations of copyright, arising out of the use of mechanically and electronically reproduced music. NFPFHA, the Conference venue and their directors, officers, agents and employees, will not be responsible for the safety of the property of the Exhibitors from theft, damage by fire, accident, or other causes, nor for injury to Exhibitor or any of its representatives, employees, agents, licensees, or invitees.

NFPFHA assumes no responsibility for unpacked materials left in the exhibit area after the official closing of the Expo. Although security guards will be provided, no guarantee of security is implied. Exhibitor retains the sole responsibility and liability for losses, damages, and claims arising out of injury or damage to its exhibit material, equipment, property, and personnel. In no event will NFPFHA or its directors, officers, agents, and employees be liable to Exhibitor, whether in contract or tort, for any amount in excess of the amount paid by Exhibitor as exhibit booth rental in relation to the Exhibitor's participation in the Expo and Conference, the rental of exhibit space, the conduct of NFPFHA, any breach of this Agreement, or any other act, omission or occurrence. Exhibitor must obtain insurance policies covering its exhibit materials at the Conference. Exhibitor must also have adequate public liability, bodily injury, and property damage insurance coverage for participation in the Expo. Upon request, Exhibitor shall provide a certificate of insurance coverage to NFPFHA.

PROTECTION OF EXHIBIT FACILITY

Exhibitor is expressly bound, at its expense, to promptly pay for or repair any and all damage to the exhibit, facility, booth equipment or the property of others caused by the Exhibitor or any of its employees, agents, contractors, or representatives.

FIRE PROTECTION, PUBLIC SAFETY, AND RULES OF THE FACILITY AND OF LAW

Each Exhibitor is charged with knowledge of all federal, state, and local laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while using the exhibition space. Compliance with such laws is mandatory for all Exhibitors, and the sole responsibility is that of the Exhibitor. All fire extinguishing equipment and fire doors must be in plain sight, unobstructed, and accessible at all times. Aisles must be kept clear; displays must be arranged so that Exhibitor personnel will be inside the space rented. Exhibitor agrees to comply with all rules and regulations prescribed by the management or owners of the exhibit facility and any other rules, regulations, and guidelines in the Exhibitor Service Manual relating to the Expo or the conference, as well as all applicable federal, state and local laws, codes, ordinances, and rules, without limitation. Exhibitor is responsible, at its own expense, for any permits, licenses, or equipment required for the particular individual displays or the particular exhibit.

ENFORCEMENT OF REGULATIONS

NFPFHA has full power to interpret and enforce all rules, regulations, terms, and conditions concerning the exhibit and the power to make amendment and/or future regulations, orally or in writing, that are considered necessary for the proper conduct of the exhibit. Such decisions shall be binding on Exhibitors. Failure to comply with terms, conditions, regulations or amendments may also be sufficient cause, as determined in NFPFHA's discretion, for restricting, prohibiting, or evicting any exhibit or Exhibitor at the expense of the Exhibitor. In the event of such restriction, prohibition, or eviction NFPFHA is not liable for any refund or rental or other exhibit expenses and Exhibitor shall be responsible for any damages caused.

AMERICANS WITH DISABILITIES ACT (ADA)

In compliance with the Americans with Disabilities Act (ADA), all booth personnel needing special assistance should contact NFPFHA with their requests. Exhibitor represents and warrants that its exhibit will be accessible to the full extent of the law and the Exhibitor will defend NFPFHA from and against any and all claims and expenses, including reasonable attorney's fees and litigation expenses that may be incurred by or asserted against NFPFHA on the basis of the Exhibitor's breach of this paragraph or noncompliance with any of the provisions of the ADA.

SERVICE CONTRACTOR

If an Exhibitor-appointed contractor is employed, the Exhibitor must provide NFPFHA the name of each no later than 30 days prior to the first day of Expo move in. All Exhibitor-appointed contractors must carry insurance for liability and worker's compensation. The Exhibitor-appointed contractor must also sign and agree to comply with these terms and conditions.

EXCLUSIONS

NFPFHA has the right to refuse any applicant for exhibit space as well as the right to restrict or evict any Exhibitor that in the opinion of NFPFHA, detracts from the general character of the Expo. This reservation applies to displays, printed matter, promotional materials, noise, personal conduct, and methods of operation. In the event of such restrictions or evictions, NFPFHA will not be liable for any refunds or other exhibit expenses. Vendors who sell products and services to the reproductive and sexual health care community are not allowed to conduct business in the Conference venue or facility unless they have purchased exhibit booth space or sponsored an official event at the 2019 NFPFHA National Conference. Violation of this policy may result in NFPFHA's refusal to accept any and all registrations and future registrations.

HOSPITALITY SUITES AND PRIVATE EVENTS

Exhibitors may host hospitality suites in the official conference hotels only with the expressed, written authorization of NFPFHA. Hospitality suites, private meetings, and events shall not operate during regularly scheduled conference functions. Exhibitors that schedule private functions in conflict with official NFPFHA events may lose exhibiting privileges at future NFPFHA conferences.

WAIVER, SEVERABILITY AND CHOICE OF LAW

No waiver of any provisions of this contract shall be valid unless in writing and signed by the party against whom enforcement is sought. If any portion of this contract is determined to be unenforceable or invalid, such determination shall not be deemed to affect the enforceability or validity of the remainder of the contract. This Application and Contract shall be governed by and subject to the laws and exclusive jurisdiction of the courts of the District of Columbia, USA. For more information on exhibiting, contact the National Family Planning & Reproductive Health Association, 1025 Vermont Ave., NW, Suite 800, Washington, DC 20005, tel: 202-293-3114; fax 202-293-1990 or by e-mail to exhibits@nfpfha.org.