2027 NCBA CONTRACT TO EXHIBIT

1. **Terms of Booth Rental**
A fully executed Exhibition Contract must be submitted along with the Exhibitor's Application in advance of attending and exhibiting at any NCBA conference. Contract shall become a binding contract and is subject to the terms and regulations set forth by NCBA. NCBA shall assign booth space to the Exhibitor based on their NCBA contribution level and then in the order the application and payment are received. Every effort will be made to respect the Exhibitor's booth preferences whenever possible, but NCBA's decision will be final. NCBA, at its sole discretion reserves the right to make changes in booth assignments that it deems are in the overall best interest of the exhibit program. NCBA reserves the right to withdraw its acceptance of this Application/Contract if it determines, in its sole discretion, that the Exhibitor is not eligible to participate or the Exhibitor's product or services are not eligible to be displayed in this exhibit.

2. **Indemnity and Limitation of Liability**
Neither NCBA nor the host hotel/convention facility (hereinafter Exhibit Building), nor any of its officers, agents, employees, or other representatives shall be held liable for, and they are hereby released from, liability for any damage, loss, harm, or injury, regardless of cause, to the person or property of the Exhibitor or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, water, or accident or any other cause. The Exhibitor shall indemnify, defend, and protect NCBA and the Exhibit Building and save NCBA and the Exhibit Building harmless from any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of any kind which might result from or arise out of any action or failure to act on the part of the Exhibitor or its officers, agents, employees or other representatives.

3. **Insurance Information**
Neither the Exhibit Building nor any of its employees nor representatives, nor any representative of NCBA, nor any subcontractor will be responsible for any injury, loss, or damage to the Exhibitor, the Exhibitor's employees, or property, however caused. In addition, the Exhibitor must assume responsibility for damage to the Exhibit Building property and indemnify and hold harmless the Exhibit Building from liability, which might ensue from any cause whatsoever, including accidents or injuries to Exhibitors, their guests, or employees. The Exhibitor must also assume responsibility for any accident, injury or property damage any person incurs while viewing Exhibitor's exhibit where such accident, injury, or property damage is caused by the negligence of the Exhibitor, it's agent, or its employees. In view of the foregoing, Exhibitors are urged to place "extra territorial" and other coverage on equipment and exhibits and arrange for extended public liability insurance with their regular insurance carrier, particularly if they are conducting experiments or demonstrations using heat or high voltage. NCBA and the NCBA Exhibits Management will cooperate fully but cannot assume responsibility for damage to Exhibitors' property or lost shipments, either coming into or going out of the premises, or for moving costs. Any damage due to inadequately packed property is Exhibitor's own responsibility. If Exhibit fails to arrive, Exhibitor will nevertheless be responsible for booth rent and no refund will be made. Exhibitors should carry insurance against such risks. **It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and liability. Please return your insurance certificate with at least $1,000,000 per occurrence limit with National Creditors Bar Association listed as an additional insured 90 days prior to each conference.**

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4. **Use of Exhibit Space**
   Exhibitor shall not assign to a third party its right hereunder to the Exhibit Space or any portion thereof without the prior written consent of NCBA, which it may withhold at its sole discretion. Exhibitors may not share a booth with any other vendor.

5. **Exhibit Hours**
   NCBA will establish exhibit hours and reserves the right to make changes. However, such changes will be made as far in advance of the exhibition as possible. Exhibitors are required to be fully set up one hour prior to the start of the exhibit program and cannot dismantle until after the close of the exhibit program.

6. **Hospitality Events**
   All vendor hospitality functions are required to be registered with NCBA and cannot conflict with any of the conference sessions or receptions.

7. **Displays and Decorations**
   The exhibit booth is to be contained in the contracted space assigned and may not extend or protrude over and above the 8' drapery frame as provided, or project more than 3' from the back wall. Displays must be contained within the assigned booth spaces in a manner that does not interfere with other exhibitors' displays. Aisles are to be kept free of all exhibitor merchandise, equipment, signs, decorations and display fixtures, and nothing is permitted to be pasted, taped, nailed or tacked to any walls or columns in the exhibit hall area.

8. **Union Labor**
   Exhibitor must comply with all union regulations applicable to installation, dismantling, and display of the Exhibits in the Exhibit Building.

9. **Fire Regulations**
   Exhibitor shall not pack merchandise in paper, straw, excelsior or any other readily flammable materials. All cartons stored in the Exhibit Building shall be emptied of contents. Exhibitor shall use no inflammable decorations or covering for display fixtures and all fabrics or other material used for decoration or covering shall be flameproof. All wiring devices and sockets shall be in good condition and meet the requirements of local law.

10. **Observance of Laws**
    Exhibitor shall abide by and observe all laws, rules, regulations, and ordinances of any applicable government authority including COVID related restrictions, regulations and guidelines and all rules of the Exhibit Building. It is understood that in addition to complying with the specific exhibition requirements of NCBA, Exhibitors are subject to the rules and regulations of the host facility, including their specific COVID related restrictions, requirements and guidelines which may be more restrictive than government mandated regulations, guidelines and laws.

11. **Exhibitor Cancellation**
    Exhibitor requests to cancel this contract and receive a refund must be received by NCBA in writing no later than 8 weeks prior to the start of the scheduled conference. Any request to cancel received less than 8 weeks prior to the conference will not be honored and no refund will be issued to the Exhibitor. Exhibitors who cancel this contract timely and are compliant with all terms and conditions set forth herein, are entitled to a refund of amounts tendered to NCBA less a $325 processing fee. If you paid by debit/credit card and contributed a 3% transaction fee, that fee will not be refunded if you cancel your registration.

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12. **Exhibitor Conduct**
The prior written consent of NCBA is required for the employment or use of any music, live model, demonstrator, solicitor, charging station or device for the mechanical reproduction of sound. Such employment or use shall be confined to Exhibit Space. NCBA, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity immediately. All promotional plans must be submitted to NCBA for approval. Distribution of pamphlets, brochures, or any advertising matter must be confined to each Exhibitor's Space. Exhibitor is prohibited from bringing food or alcoholic beverages into the Exhibit Area. **Exhibitor shall refrain from any action or noise that will distract attendees or other Exhibitors from attendance and/or networking in the Exhibit Hall during open hours.** Exhibitor shall not lead attendees from one Exhibit Space to another or to elevators or escalators. Exhibitor or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste.

13. **Photographs or Videorecording**
No photographs or video recordings shall be taken without prior consent of NCBA and the Exhibitors involved.

14. **Attendee Lists**
By entering into this Exhibition Contract with NCBA, Exhibitor agrees to use the Attendee List solely for the purpose of individual outreach. Exhibitor further agrees not to incorporate any information from the Attendee List into their own database, not to disclose or share the Attendee List information outside of their organization and acknowledges that any misuse or failure to adhere to these terms may prohibit them from receiving the Attendee List in the subsequent year. The Attendee List **will not** be distributed until all documents are received and Exhibit Booth **and** Attendees are registered.

15. **Agreement to Conditions of Contract to Exhibit**
Exhibitor agrees to observe and abide by the foregoing Conditions of Contract to Exhibit and by such additional Conditions of Contract made by NCBA from time to time for the efficient or safe operation of the Exhibit including, but not limited to, those contained in this contract. In addition to NCBA's right to close an Exhibit and/ or withdraw its acceptance of this Application/Contract, NCBA, in its sole judgment, may refuse to consider for participation in future Exhibits an Exhibitor who violates or fails to abide by all such Conditions of Contract to Exhibit set forth in the Application/Contract. There is no other agreement or warranty between the Exhibitor and NCBA except as set forth in this document. The rights of NCBA under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of NCBA.

☐ I understand that I need to send NCBA Proof of Insurance **90 days prior** to the conference.

Print Name	Date	Title
Signature		Company