

NAACP 2022 EXHIBIT CONTRACT TERMS AND CONDITIONS (as of May 2022)

THIS CONTRACT is made between The NAACP and the Exhibitor that completed the contract for exhibit space (hereafter, the "Exhibitor") for lease of certain exhibit space, to be assigned by NAACP, during the National Convention, July 14-20, 2022, in Atlantic City, NJ (Hereafter, the exposition shall be referred to as the "Exhibit") This contract shall be in effect upon its execution by NAACP as follows:

- ELIGIBILITY TO EXHIBIT**— Companies with an intended business interest in promoting products and services to the public. Those products or services that are of a pornographic or illegal or of a nature that is incompatible with the mission/vision of NAACP are NOT eligible to be exhibited at the National Convention – NAACP Experience. NAACP reserves the right to reject exhibit contracts that propose to exhibit any such products/services.
- The Exhibit Hall in the Atlantic City Convention Center will be open Thursday, July 14 from 1:00 p.m. – 5:00 p.m., for set-up.** All shipping crates must be removed from the aisle and all booths must be show-ready by 10:00 a.m. on Saturday, July 16, 2022. Exhibit space not occupied by 5:00 p.m. on Friday, July 15, 2022 will be deemed cancelled and will be reassigned by NAACP to another exhibitor without refund of the rental paid (unless Exhibit Manager has been notified in writing). The Exhibitor expressly agrees **not** to dismantle the exhibit or do any packing before the final closing of the exhibits. Breakdown may begin at 6:01 p.m., Tuesday, July 19, 2022, and must be completed by 10:00 p.m. The Exhibitor Service Desk will be open during these times. Exhibitors that dismantle before specified dismantle times risk receiving violation.

INSTALLATION / SET-UP
Thursday, July 14 • 1:00 p.m. - 5:00 p.m.
Friday, July 15 • 9:00 a.m. - 5:00 p.m.
Saturday, July 16 • 8:00 a.m. - 10:00 a.m.

EXHIBIT HALL HOURS
Saturday, July 16 • 11:00 a.m. – 7:00 p.m.
Sunday, July 17 • 11:00 a.m. – 6:00 p.m.
Monday, July 18 • 12:00 p.m. – 7:00 p.m.
Tuesday, July 19 • 12:00 p.m. – 6:00 p.m.

DISMANTLE / BREAKDOWN
Tuesday, July 19 • 6:00 p.m. – 10:00 p.m.
Wednesday, July 20 • 8:00 a.m.- 12:00 p.m.

- EXHIBIT BOOTH PACKAGE**—The exhibit fee includes an 8-foot-high back wall drape, 3-foot-high side dividers, 6-foot draped table, two (2) chairs, a wastebasket and a booth identification sign measuring 7" x 44" with the company name and booth number (in-line booths only). The Exhibit fee also covers convention registration as outlined on the Exhibitor Registration Form located in the Exhibitor services manual.
 - EXHIBITOR BADGES**—Exhibit personnel must be registered for the Convention and display identification badges during set-up, while on the exhibit floor, and during dismantling. Exhibitor badges are for use by exhibit personnel only. Each exhibitor will receive an exhibitor registration form upon confirmation of booth space. **Badge Allotment:** each exhibiting company will receive two (2) exhibit/standard badges per 100 square feet of exhibit space contracted up to a maximum of 15 badges. These badges allow entrance to convention functions as outlined on the Exhibitor Registration form. Additional "Exhibit Hall Only" badges up to a maximum of four (4) per company will be available upon request.
 - PAYMENT SCHEDULE/CONTRACT DEADLINE**—Contract is for exhibit space as outlined above. Receipt of full payment for exhibit space is required at time of contract submission. Contract is not valid without payment. All contracts are due to NAACP no later than 5:00 p.m. EST, **Friday, July 1, 2022.** Contracts received after this deadline must be pre-authorized by the NAACP Exhibits Manager.
- CANCELLATION, REFUND POLICY**— **May 30, 2022** is the last day to cancel exhibit space and receive a refund less a \$50 administrative processing fee. Cancellations made after 5:00 PM EST on **May 31, 2022** will be processed without refund. For cancellations eligible for refund, NAACP will issue refunds within 30 days of the conclusion of NAACP. Cancellations will only be accepted in writing. Phone and faxed cancellation requests cannot be accepted. Cancellation requests must be sent to Exhibits@NAACPnet.org.
 - ASSIGNMENTS OF SPACE**—Exhibit space will be assigned by selection given to companies represented on the NAACP Board of Directors, sponsors and past exhibitors (most recent year first). After **June 1, 2022** exhibit space will be assigned on a first-come, first-served basis. Space will only be confirmed upon receipt of contract with full payment.
 - SUBLEASE**—No exhibitor shall assign, sublet or share booth space. NAACP shall have the right to remove materials from a non-exhibiting company, agency or organization on display in an exhibit booth. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit hall.
 - SECURITY**—Perimeter security service is provided by NAACP from move-in through move-out. The furnishing of security guards shall not be deemed to increase the liability of NAACP, FERN, or the City of New Jersey and the Atlantic City Convention Center, or to modify in any way the assumption of risk and release provided for those above. It is recommended that exhibitors take precautionary measures of their own such as the securing of small or easily portable articles of value, and their removal to a place of safekeeping after the exhibit hours. Information on security services will be included in the Exhibitor Services Manual. NAACP, FERN and Atlantic City CC are not liable for damages or property loss. Exhibitors are responsible for the security of the items/products within their exhibit booth.
 - EXHIBIT REQUIREMENTS AND RESTRICTIONS**
 - Use of Space**—All demonstrations or other sales activities in the Exhibit Hall must be confined to the limits of an exhibitor's contracted exhibit space. Aisles are under the control of NAACP and may not be used for exhibits, nor may exhibits change the size or shape of the aisle or span over the aisle. It is the Exhibitor's responsibility to bring a display that fits within the contracted space. For complete booth specifications, consult the Exhibit Prospectus.
 - Line of Sight Restriction**

—In-line booth displays, including the sign, may not exceed the 8-foot back-wall height. Display materials will not be permitted to exceed 4 feet in height in the front 5 feet of the booth. For example, in a standard 10' x 10' or multiples thereof, structures above 4 feet must begin at least 5 feet back from the aisle line (Line-of-Sight exceptions: Split Island Booth, Peninsula and Perimeter Booths). For complete booth specifications, consult the Exhibit Prospectus.

— Island booth displays will be permitted to a maximum height of 20 feet (no two-story exhibits permitted). A 50% see-through effect on the portion of the booth from floor to 8-foot minimum height is required to prevent blocking views of adjacent exhibits.
 - Hanging Signs & Graphics**—Hanging signs and graphics are permitted in *all standard peninsula and island booths*, to a maximum height of sixteen feet (16'). Whether suspended from above or supported from below, they should comply with all ordinary use-of-space requirements (for example, the highest point of any sign should not exceed the maximum allowable height for the booth type). Hanging Signs & Graphics should be set back ten feet (10') from adjacent booths. **Approval for the use of Hanging Signs & Graphics must be received from NAACP at least 30 days prior to installation. Drawings/renderings must accompany each request and be stamped by a certified structural engineer. Signage & Graphics hung without prior NAACP approval may be removed or moved accordingly at the exhibitor's expense.**
 - Structural Integrity**—All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring exhibitors, hall laborers or installation/dismantling equipment such as forklifts. Displays should also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open. Exhibitors should ensure that any display fixtures such as tables, racks or shelves are designed and installed properly to support the product or marketing materials to be displayed upon them. Exhibitors agree to hold NAACP harmless for displays, fixtures and incidents resulting from non-compliance of this policy.
 - Fire and Safety Regulations**—All local regulations will be strictly enforced and the Exhibitor assumes all responsibility for compliance with such regulations. All decorations must be flameproof. No combustible materials, merchandise or signs shall be attached to, hung, draped over or stored in or around the exhibit booth(s) or under tabletops.
 - Storage of Packaging Boxes and Crates**—Exhibitors will not be permitted to store empty packing boxes or crates in booths during the exhibit period. These items will be stored and delivered through the drayage service at standard rates.
 - Demonstrations**—As a matter of safety and courtesy to others, exhibitors should conduct sales presentations and product demonstrations in a manner which assures all exhibitor personnel and attendees are within the contracted exhibit space and not encroaching on the aisle or in neighboring exhibits. It is the responsibility of each exhibitor to arrange displays, product presentation and demonstration areas to ensure compliance.
 - Sound/Music/ Video/Copyright**—In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Rule of thumb: Sound and noise should not exceed 85 decibels. Projection machines are limited in their operations 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 the fire prevention authorities and in harmony with any agreements entered into by NAACP and labor unions. **Approval for the use of live entertainment should be received from NAACP at least 30 days prior to installation.** Exhibitors should be aware that music or video played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted composition. Exhibitors shall defend and hold harmless NAACP for any copyright laws associated with the exhibitor's use of copyrighted music in their exhibit.

- 3.9 **Show Decorator & Unions**—FERN is the official show decorator. **Information for ordering furniture, carpeting, A/V, utilities, telecommunications, shipping, material handling and other services will be sent via e-mail by the decorator to exhibitors within days of contract receipt with payment.** Exhibitors wishing to receive a printed Exhibitors Service Manual may do so by sending their request to exhibits@NAACPnet.org. Exhibitor shall abide by agreements made by, between and among NAACP, the Exhibit Facility, FERN and any unions or other labor groups having jurisdiction at the Exhibit. All work involved with setting up and dismantling exhibits must be performed by authorized personnel.
- 3.10 **Labor & Drayage**—Skilled labor to assist exhibitors in erecting/dismantling and/or packing/unpacking exhibits as well as drayage will be handled by FERN. Forms for these services will be available via the Exhibitor Services Manual. **NAACP is not responsible for labor issues, shipping delays or materials shipped via other methods.**
- 3.11 **Exhibitor-Appointed Contractors (EACs)**—Any contractor other than those identified as “official NAACP contractors” must be approved by NAACP. Exhibitors using contractors other than the official NAACP contractors for labor, supervision or any other service must notify NAACP, in writing, by **July 1, 2022**. This written notification must include the contractor’s certificate of insurance and should be sent to exhibits@NAACPnet.org. See Insurance section below for requirements for insurance certificates.
- 3.12 **Vehicles on Display**—The following conditions and safety precautions are enforced for all vehicles on display:
- Vehicle displays requested must be submitted to NAACP by **July 1, 2022** for approval in advance of the exhibit.
 - Battery cables must be disconnected and taped.
 - Fuel tanks must be at least half-filled, and not more than three-quarters filled to capacity.
 - Fuel tanks must be locked and sealed in an approved manner to prevent the escape of vapors.
 - Refueling or removal of fuel from vehicles on the premises is prohibited.
 - Vehicles may not be started up or moved during show hours.
 - Keys to vehicle must be maintained by show management and/or show security.
- Appropriate protection must be placed under vehicle to protect the floor in the event of fluid leaks.
 - Exhibitor is responsible for being aware of and paying any/all fees to the convention center and/or show decorator that are associated with a vehicle display. Such fees include, but are not limited to “spotting fees” and security. **NAACP will not cover the cost of any fees associated with vehicle displays. NAACP provides general convention security only. Exhibitors are responsible for securing their vehicles during non-show hours.**
- 3.13 **Care of Premises & Compliance/Exhibit Facility Regulations**—No part of the exhibit nor signs or other materials may be pasted, nailed or otherwise affixed to walls, doors or other surfaces in a way that might mar or deface the facility’s premises or booth equipment and furnishings. Nothing may be rigged, suspended from or attached to any Atlantic City Convention Center mechanical system. Damage from failure to observe this notice is payable by the Exhibitor. See the Atlantic City Convention Center Event Services Handbook at Meet AC, Atlantic City’s Convention & Visitor’s Bureau full disclosure of the facility rules and regulations.
- 3.14 **Americans with Disabilities ACT(ADA)**—All exhibiting companies are required to comply with the Americans with Disabilities Act (ADA) and are encouraged to be sensitive and as reasonably accommodating as possible to attendees with disabilities. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line (800) 514-0301 and from the Web at www.usdoj.gov/crt/ada/infoline.htm.

4. LIABILITY

- 4.1 The Exhibitor shall be solely responsible to third parties, including invitees and the public, for all claims, liabilities, actions, costs, damages and expenses arising out of or relating to the Exhibitor’s participation in the Exhibit.
- 4.2 The Exhibitor shall indemnify and hold harmless NAACP and the Atlantic City Convention Center, their officers, directors, members, agents, employees and sponsoring organizations against any and all actions, suits, proceedings, damages, losses, costs, and expenses asserted, brought or claimed by third parties arising out of the Exhibitor’s participation in the Exhibit. The Exhibitor agrees to pay any and all costs and expenses (including reasonable attorneys’ and experts’ fees and litigation costs) incurred by NAACP, its officers, directors, members, employees, and agents in defending or resolving such claims as may be asserted against them.
- 4.3 NAACP shall not be responsible for any bodily injury or other damages or losses suffered by the Exhibitor, its employees, or agents or for loss or damage to property owned, leased or used by Exhibitor, either while in transit to or from the Exhibit or while in the Exhibit Facility from any cause whatsoever. Exhibitor agrees to safeguard its own exhibit materials or goods from the time they are placed in the Exhibit Facility until they are removed. **Exhibitor acknowledges that NAACP does not maintain insurance covering the Exhibitor, its agents, or its property and that it is the sole responsibility of the Exhibitor to obtain liability, business interruption, property damage and other insurance covering such losses or liability by the Exhibitor.**
- 4.4 Under no circumstances, including but not limited to cancellation of the Exhibit Contract or removal or expulsion from the Exhibit Facility, shall NAACP be liable for any indirect, special or consequential damages, including but not limited to lost sales, lost profits, administrative expenses, transportation costs, travel expenses, salaries or any other expenditures incurred by the Exhibitor as the consequences of its participation in the show. The maximum liability of NAACP to Exhibitor, regardless of the basis for any claim, shall be the amount paid by Exhibitor to NAACP for rental of exhibit space.
5. **FORFEITURE/RIGHT TO REMOVE EXHIBITOR’S PROPERTY**—If an Exhibitor does not follow the rules and regulations set by NAACP, the Exhibitor shall forfeit the amount paid for space rental and contracted space, regardless of whether or not the exhibit space is subsequently leased. NAACP reserves the right to remove from the Exhibit Facility any or all of the property of the Exhibitor, and at the exhibitor’s expense should the NAACP National Convention be canceled or relocated or should the Exhibitor violate any of the conditions of the Exhibitor’s agreement. This right may be exercised without prior notice or hearing.
6. **INTERPRETATION AND ENFORCEMENT**—These terms and conditions outline here are part of the contract between the exhibitor and NAACP, as well as their officers, directors, employees, agents, successors and assigns. NAACP has full power of interpretation and enforcement of these rules. All matters in question not covered by these regulations are subject to the decision of NAACP and all decisions so made shall be binding on all parties affected by them as by the original regulations. In addition to the above terms and conditions, **NAACP reserves the right to cancel or refuse rental of display space without refund and/or to refuse admission to future exhibitions by any person or company whose conduct or display of goods is, in the opinion of NAACP, incompatible with the general character and objectives of the exposition and/or NAACP.**
7. **FORCE MAJEURE**—NAACP shall not be financially obligated or otherwise committed to the Exhibitor if the convention and/or the exposition is cancelled or deferred due to strikes, fires, casualties, war, acts of war, government regulation, government policy action, civil disorder, curtailment of transportation facilities, acts of God or causes beyond its control.

AGREEMENT—By signing and submitting the Exhibit Contract, the Exhibitor has read, understood, and agreed to each of the terms and conditions set forth. The Exhibitor further agrees to defend and hold harmless NAACP against any claims arising from the Exhibitor’s participation in the Exhibit Experience or violation of any of NAACP’s policies outlined here, or adapted after the publication of the exhibit prospectus, governing the Exhibit Experience.