The National Association of Educational Procurement (NAEP) is committed to creating a welcoming and inclusive experience for all people attending a 2023 NAEP event. The following terms and conditions aim to outline what that means to the association and what your rights and responsibilities are as a participating organization at the annual conference.

**Exhibit and/or Sponsorship Purpose:** The exhibitor/sponsor represents that the purpose of his or her exhibit and participation is for the education of and brand exposure to persons attending a 2023 NAEP event. Exhibitor/Sponsor agrees to support this by engaging in activities that align with education and brand awareness and will also refrain from any language, action, or images that disparage, discriminate, or otherwise harm NAEP or its members. Failure to adhere to this provision shall be considered an immediate breach of this Agreement.

**Defined Terms:** The term “Event” means a 2023 NAEP event, currently scheduled to be held on the dates indicated for the specific event on the registration site (the “Event Dates”) at the location indicated in the registration materials (“Exhibit Facility”). The Event is owned and produced by NAEP. The term “Exhibitor” or “Sponsor” means, collectively, the entity or person that executes this Contract as the “Exhibitor” or “Sponsor”. The term “Contract” means this agreement, all amendments, and modifications thereto, and all other materials, documents, rules, and regulations expressly incorporated herein by reference.

**Contract Acceptance:** This Contract shall become binding and effective when terms and conditions are agreed upon and sponsorship and/or exhibit space is selected. Balance must be paid within 15 days of contract execution and receipt of invoice. If NAEP does not receive payment in full within 30 days of contract execution, we reserve the right to release the space and/or sponsorship.

The Exhibitor/Sponsor agrees that they may not hold meetings, events, or sessions in conjunction with the NAEP Event without the express written consent of NAEP. The Sponsor may not utilize the NAEP brand or logo without the express written consent of NAEP. All intellectual property developed for the delivery of any benefit contained herein by NAEP shall remain the exclusive property of NAEP. Any intellectual property developed jointly by NAEP, and the Exhibitor/Sponsor shall also be the property of NAEP unless otherwise agreed upon in writing by both parties. Any intellectual property developed solely by the Exhibitor/Sponsor and for the sole benefit of the Exhibitor/Sponsor remains the exclusive property of said Exhibitor/Sponsor.

**Exhibit Space Rights and Responsibilities**

**Listings and Promotional Materials:** Exhibitor grants NAEP a fully paid, perpetual nonexclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any Event media or promotional materials. Exhibitor warrants that it owns or has right to use pursuant to a valid license, all intellectual property (copyright, trademark, etc.) to be used by Exhibitor for promotion or exhibition at the Event.

**Care of Exhibit Facility:** Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.
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Exhibitors are responsible for removing all displays, products, and trash and will be charged the cost to remove any items left post-Event.

Taxes and Licenses: Exhibitor shall be solely responsible for obtaining any licenses, permits, tax identification numbers or approvals under federal, state, or local laws applicable to its activities at the Event.

Copyrighted Materials: Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees, or other payments.

Observance of Laws: Exhibitor shall abide by and observe all federal, state, and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits.

Installation and Dismantling: Exhibitors must comply with the move-in and moveout times indicated in the Event material. If an Exhibitor fails to remove an exhibit in the allowed time, NAEP shall be permitted (at Exhibitor’s sole expense) to remove and place same in a warehouse subject to the Exhibitor’s disposition, and/or to ship to Exhibitor via common carrier with all charges to follow at no liability to NAEP. All exhibits must remain intact until the Exhibition is officially closed.

Contractor Services: NAEP has contracted official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC).

Exhibit Guidelines: Distribution of promotional material is restricted to the exhibit booth. Exhibitors agree to exhibit only products it manufactures, represents, or distributes. The aisles, passageways and overhead spaces remain strictly under control of NAEP.

Assumption of Risks Releases: Exhibitor expressly assumes all risks in connection with Exhibitor’s participation in the Event, including, without limitation, all risks of theft, loss, harm, damage, or injury to persons (including death), property, or business profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. The exhibitor has sole responsibility for any theft, damage or other loss to property, including any subrogation claims by its insurer. Neither NAEP nor the Exhibit Facility accepts responsibility, nor is a bailment created for property delivered by or to Exhibitor. Neither NAEP nor the Exhibit Facility shall be liable for, and the Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages, and liabilities described in this paragraph.

Indemnification: Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to NAEP), and hold NAEP, its agents, affiliates, representatives and the Exhibit Facility harmless from all claims, suits, judgments or demands whatsoever, and all expenses in connection therewith, which may be made or brought against or upon NAEP in respect to any loss, damage or injury to persons (including death) or to property caused by the negligence or willful misconduct of Exhibitor or any of its employees, agents, representatives or invitees, whether or not Exhibitor shall be held liable therefor.
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Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys’ fees and expenses which result from or arise out of or in connection with:
(a) Exhibitors’ participation at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor’s space or relating to Exhibitor’s use of any exhibition space or services.

Limitation of Liability: Under no circumstances shall NAEP or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive, or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. NAEP makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Event or regarding any other matters.

Insurance: Exhibitor shall, at its own expense, secure and maintain at all times during the event, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor’s obligations under this paragraph. (A) Workers’ compensation and employer’s liability insurance complying with the laws of the state in which the Event is being held; (B) Comprehensive General Liability insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and (C) Automobile Liability insurance with limits not less than $500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. The Exhibitor’s Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insured (i) NAEP, (ii) Event Facility which includes the facility indicated during registration. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies shall be promptly furnished.

Outside Exhibits / Hospitality Suites: Exhibitor is prohibited, without prior written approval, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during the entirety of the Event.

Violation of Rules and Regulations: Violation of this Contract or any rules and regulations governing the Event, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year’s Event and will
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forfeit all booth payments; 2) the Exhibitor may be prohibited from exhibiting at the future events.

CANCELLATIONS: Cancelation requests received by the deadline (on or before 30 days prior to the starting date of the conference), if approved, will receive a full refund of the amount paid minus a $50 processing cost charge. Requests received after the deadline will not be approved. CONFERENCE NO SHOWS are liable for the full amount due. Substitutions are accepted and valid for this event ONLY. You will need to obtain the registration confirmation number for the person whose registration you will be using.

Cancellation of the Event: If the premises in which the Event is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not within the control of NAEP or its agents, the Event may be canceled or moved to another appropriate location, at the sole discretion of NAEP. NAEP shall not be liable for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or cause not reasonably within the control of NAEP. Causes for such action beyond the control of NAEP shall include, without limitation: fire, casualty, flood, epidemic, pandemic, public health crisis, earthquake, explosion, accident, blockade, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the Event Facility, municipal, state or federal laws, or act of God. Should NAEP terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damages or compensation resulting from or relating to the cancellation, renaming, relocating, or rescheduling of the Event.

Refunds of “Paid Exhibit Space or Sponsor Fees,” should such an event cancellation occur, shall be made to Exhibitors/Sponsors and in any case, will not exceed the amount of each exhibitor’s paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by NAEP through the date of event termination or cancellation processes.

CONSENT TO USE PHOTOS AND RECORDINGS
NAEP plans to take photographs at the event and reproduce them in NAEP educational, news or promotional material, whether in print, electronic or other media, including the NAEP website and social media. By participating in the event, you grant NAEP the right to use your name, photograph and biography for such purposes. All postings become the property of NAEP. Postings may be displayed, distributed, or used by NAEP for any purpose.

ACCEPTANCE

By signing this Terms and Conditions document, the Exhibitor/Sponsor agrees this is a legal and binding Agreement between the Parties as stated above. This Agreement may be entered into and is legal and binding in the United States. The Parties each represent that they have the authority to enter into this Agreement. The Parties agree that this Agreement shall be governed by the State or Country in which both Parties do business. If the Parties do business in different States or Countries, this Agreement shall be governed by the State of Oklahoma. The Parties
acknowledge and agree that this Agreement represents the entire Agreement between the Parties. If the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.