

2024 NIRSA Campus Rec & Wellness Expo POLICIES AND PROCEDURES

Updated April 2023

By reserving booth space, Exhibitor agrees to the following terms and conditions:

This agreement is between NIRSA and Exhibiting Company Name (hereinafter “Exhibitor”)

1. ASSIGNMENT OF EXHIBIT SPACE

- (1.1) The space contracted is to be used solely by the exhibiting company whose name appears on the Exhibitor contract and/or through the software program being used to secure space. It is agreed that the Exhibitor will not sublet or assign any portion of the same.
- (1.2) NIRSA retains sole discretion and authority in the acceptance, approval, assignment, placement, arrangement, and appearance of all exhibits and displays. No application for display space is accepted or approved until official notification by NIRSA has been granted in writing.
- (1.3) Approval of booth space will be determined by NIRSA and may consider associate membership status, sponsorship history, Exhibitor history, order of receipt, and other contributing factors before determining placement.
- (1.4) NIRSA reserves the right to relocate display areas for the benefit of the Exhibitor or for the betterment of the show floor at any time.

2. PAYMENT

- (2.1) **A 50% deposit must accompany the contract for exhibit space.**
- (2.2) Exhibitor may use credit on account, if awarded by NIRSA as a result of previously canceled events, as payment.
- (2.3) **The balance due for this contracted space must be made by November 3, 2023.** All contracts received after this date must be accompanied by full payment. If not paid in full, NIRSA may reassign or cancel the space without refund of deposit.
- (2.4) There is a substantial discount for exhibitors who are associate members of NIRSA. **To be eligible for member discounts, Exhibitor must be an active member at the time of reservation and at the time of the Trade Show.** NIRSA member exhibitors who allow their membership to lapse without renewal before or during the Trade Show will be invoiced the difference between member and nonmember booth space pricing.
- (2.5) Exhibit displays cannot be set up unless all rental fees are paid in full. Any space not claimed and occupied may be reassigned by NIRSA without refund of rental fee paid.

3. CANCELLATION OF EXHIBIT SPACE

- (3.1) All cancellations must be in writing. NIRSA reserves the right to consider an Exhibitor’s downsizing of booth space as a cancellation of original space and purchase of new booth space. Accordingly, the Exhibitor may be required to move to a new location after requesting downsized space.

<u>Date Written Notice Is Received by NIRSA</u>	<u>Cancellation Fee</u>
On or before September 6, 2023.....	30% of total exhibit fees
After September 6, 2023.....	50% of total exhibit fees
After December 8, 2023.....	100% of total exhibit fees

4. SERVICE CONTRACTORS

- (4.1) NIRSA will furnish all participating Exhibitors with an Exhibitor’s Kit that will specify the Official Exhibit Contractors/ Service Company and will contain exhibit instructions and order forms for all booth accessories and services required.

(4.2) The Event website and software platform may contain links to third-party websites that are not owned or controlled by NIRSA. NIRSA assumes no responsibility for the content, privacy policies, or practices of any third-party website or third-party software used in the conduct of the Event.

(4.3) NIRSA will not be liable for any claims, demands, and damages of any kind or nature arising out of or in connection with any and all potential liabilities resulting from the use of third-party websites or software used in the conduct of the Event. Exhibitor knowingly and willingly releases, forever discharges, and holds harmless NIRSA, its successors, assigns, board of directors, staff, and affiliated organizations from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise as a result of Exhibitor's participation in the Event, including any such liabilities and damages (including reasonable attorney fees) arising from the use of third-party websites, any data breaches or unauthorized disclosure of confidential information caused by such third-party websites or third-party software that is used in the conduct of the Event, or any claims of infringement relating to Exhibitors trademarks, tradenames, patents or other Exhibitor intellectual property.

(4.4) NIRSA cannot guarantee the availability or performance of any third-party services or software used to support the Event. Such third-party services may change their operations without notice to NIRSA. NIRSA, therefore, shall not be liable for any outages, version changes, delivery delays, failures, bugs, or termination of third-party network services.

(4.5) Third-party networks, including Event software platform, have their own terms of use. Exhibitor agrees to comply with any terms and/or conditions provided by any third-party network used.

(4.6) All personal data provided to NIRSA will be used in accordance with all state, federal and international data protection laws and [NIRSA's privacy policy](#).

(4.7) Exhibitor will not make or attempt to make any compilation of the Event participants nor any other derivative work of Event participant data that is not provided by NIRSA as agreed upon in this contract (see Sections 4, 15, 16, 17, and 18).

5. PUBLIC POLICY, SAFETY REGULATIONS AND CARE OF BUILDING AND EQUIPMENT

(5.1) Each Exhibitor is charged with knowledge of and compliance with all laws, ordinances and regulations pertaining to health, fire prevention and public safety.

(5.2) All materials within the exhibit booth area including, but not limited to, actual display unit, decorative items, furnishings, fabrics, flooring, etc. must meet and comply with all national, local and facility fire, electrical, plumbing, safety and hazardous material codes. Any item or items that do not comply are subject to immediate correction/removal at the discretion of NIRSA at the Exhibitor's expense.

(5.3) Exhibitors and their representatives shall not injure or deface the walls, floors or any part of the exhibit building, or any booth materials and equipment of any others affiliated with the Exposition. If such damage appears, the Exhibitor/representative causing such damage is liable to the owner of the property so damaged.

6. BOOTH DESIGN & FLOOR LAYOUT

(6.1) The aisles belong to show management, unless otherwise noted. Neither exhibits nor advertising material will be permitted to protrude into the aisles.

(6.2) The standard booth equipment has a wall 8' high and division sidewalls no higher than 36". The back wall of booths located along the perimeter of the exhibit hall may extend above 8', as pre-approved in writing by NIRSA. The rear half of each sidewall of the booths may extend to the height of the back wall.

(6.3) Should NIRSA allow sidewing displays, pipe tacks and the like may be as much as 8' high provided they do not extend out toward the aisle more than 5' from the back wall of the display. Any sidewalls utilizing the remaining 5' out to the aisle may not be more than 36' high.

(6.4) Banners may only be hung over exhibit space that is 20' x 20' or larger and to a maximum height of twenty (20') feet (from floor to top of banner) with a minimum clearance of ten (10') feet (from floor to bottom of banner); advance approval from Show Management is required.

(6.5) No exhibit shall be allowed to obstruct clear vision to other booths in the same line or adjacent lines unless it is an island display, having four corners on four sides. In the case of island booths, if a solid wall is to be part of the display, or any free-standing unit above eight (8') feet high, or any multi-level construction above eight (8') feet high, a booth rendering must be submitted to Show Management for written approval of such construction in advance.

7. OPEN HOURS AND INSTALLATION/REMOVAL OF DISPLAYS

(7.1) NIRSA reserves the right to set and limit the hours of the Trade Show. The hours of the Trade Show shall be printed in the official program and/or in the mobile app of the Annual Conference. The Exhibitor expressly agrees to do all installation and dismantling of exhibits during the time specified. **No exhibit may be dismantled before the official closing time without pre-approval by NIRSA management.**

(7.2) **All displays must be erected and completely arranged for viewing at least three hours in advance of the grand opening** of the exhibit hall as designated by NIRSA, unless NIRSA has made a provision in writing.

(7.3) Noisy or unsightly work in any Exhibitor's booth area after the above deadline and/or during Expo open hours is prohibited. See section 9.7 for noise level restrictions.

(7.4) Exhibitor goods/materials received after the opening of the trade show must be delivered to the booth at times other than Exposition operating hours, as approved by NIRSA.

(7.5) Goods and materials used in any display (except bona fide samples) may not be removed from the exhibit hall or any outdoor exhibit area until the Exposition has been officially closed unless pre-approved by NIRSA.

(7.6) The deadline for clearance of all materials from the exhibit hall will be enforced. It is the sole responsibility of each Exhibitor to have materials packed, identified and cleared for shipment by NIRSA's published deadline.

(7.7) NIRSA reserves the right, with no liability whatsoever for damage, spoilage, or loss, to dismantle, dispose of, store or clear from the premises any display material, goods, property, or merchandise of an Exhibitor who has failed to comply with the stated removal requirements, and to order such work to be done at the sole expense of the Exhibitor.

8. STORAGE OF PACKING CRATES AND BOXES

(8.1) It is the Exhibitor's responsibility to mark and identify all crates as soon as they are empty or otherwise ready for removal, to facilitate the final preparation of the exhibit area for opening. Crates not properly marked or identified may be lost or destroyed and are not the responsibility of NIRSA, the facility, the official service contractor, or any representatives thereof.

9. USE OF EXHIBIT SPACE

(9.1) **No Exhibitor shall assign, sublet, or share the space assigned to them without the pre-approval of NIRSA. Exhibitor may not display in its space any products, branding, marketing materials, or displays from non-exhibiting companies unless approved in writing by NIRSA.**

(9.2) In the event the Exhibitor fails to install his/her display as of **three hours** prior to the time set for the Exposition opening, or fails to pay the full amount of space rental charges according to the appropriate time frames, or fails to comply with any provisions concerning the use of display space, NIRSA shall have the right to take possession of said space and resell same, or any part thereof, with the original Exhibitor being liable for full, applicable monetary cancellation/reduction penalties as stated within these policies.

(9.3) All booth equipment, product samples, demonstrations, and distribution of circulars/promotional material must be confined to within the physical limits of the Exhibitor's booth. Neither hired models nor booth personnel may walk the aisles of the trade show representing or promoting a company product.

(9.4) Exhibitors must display only products/services manufactured or dealt with by them in their regular course of business, unless otherwise approved by NIRSA.

(9.5) Exhibits which include the generation or reproduction of sound or utilize any audio-visual or special lighting equipment must be approved by NIRSA in advance and must be operated so that the noise or light

resulting there from will not annoy or disturb adjacent Exhibitors and their patrons. See section 9.7.

(9.6) Exhibitors are required to have their exhibit space neat and orderly always.

(9.7) Show Management reserves the right to closely monitor sounds usage and, where necessary, restrict the music and other demonstrations in an Exhibitor's booth at its discretion. Show Management has set and will maintain an 80-decibel sound level for all Exhibitors.

10. OPERATING RESTRICTIONS

(10.1) NIRSA reserves the right to restrict or prohibit exhibits which it considers objectionable because of noise, glaring or flashing lights, method of operation, conflict with existing NIRSA endorsed and/or sponsored programs, misrepresentation, or any other reason, and may prohibit or evict any exhibit which, in the opinion of NIRSA, may detract from the general character of the trade show. This reservation includes persons, things, conduct, printed matter or anything NIRSA deems to be objectionable at its sole discretion. In the event of such restriction or eviction, NIRSA is not liable for any refund, damages, lost income, or any amount paid hereunder. No display material exposing an unfinished surface to neighboring booths will be permitted.

(10.2) Only firms and organizations assigned space in the trade show will be permitted to engage in any activities within the exhibit area.

(10.3) Samples, catalogues, pamphlets and publications directly related to the product or service displayed must directly reflect the product contract intention and may be displayed or distributed only from the designated exhibit booth.

(10.4) NIRSA expects Exhibitor to help create a safe and harassment-free environment. NIRSA is strongly committed to the principles of equity, diversity, and inclusion for all members, attendees, speakers, exhibitors, staff, and volunteers. NIRSA events are inclusive of diverse social identities including gender, sexual orientation, gender identity or expression, age, disability, physical appearance, race, ethnicity, socioeconomic status, relation, and all other represented identities as well as the intersection of those identities. Please review [NIRSA's Statement for Equity, Diversity, and Inclusion](#) for more information.

(10.5) NIRSA has no tolerance for discrimination, harassment, or bullying in any form at NIRSA events. Exhibitor and all other participants are expected to adhere to these principles, respect the rights of others, and must abide by the [NIRSA Online Program Safety & Responsibility Code](#).

11. EXHIBITOR'S AUTHORIZED REPRESENTATIVES/OFFICIAL CREDENTIALS

(11.1) NIRSA will have sole control over all admittance to the Campus Rec & Wellness Expo. NIRSA reserves the right to restrict the number of name badges permitted for each Exhibitor. Each 10x10 space will be allowed 3 badges at no charge. Additional badges may be purchased for \$50 per badge.

(11.2) **Exhibit booth personnel identification shall be restricted to owners, full-time employees of exhibiting organizations or other authorized representatives of exhibiting firms** approved by NIRSA who "staffing" the exhibit booth during published move-in, show open and/or move-out hours. **Any leftover badge allotment to the exhibiting company shall not be reallocated to unauthorized personnel.**

(11.3) All Exhibitor personnel shall wear proper badge identification, as provided by NIRSA. Corporate identification should always be available for viewing by NIRSA or for security. Credentials are non-transferable.

(11.4) Due to the additional processing time that it takes to create badges on-site, **all additional badges submitted after March 22, 2024 are subject to a \$25 processing fee, in addition to the regular charge for extra badges.** Exhibiting company will be invoiced per badge processed after the expo.

12. CHILDREN

(12.1) No one under the age of 18 will be allowed on the show floor at any time during move-in and move-out hours.

(12.2) Only children with Expo day passes will be permitted provided they are under close parental supervision.

(12.3) Children are not allowed to use display equipment at any time.

13. DISTRIBUTION OF ALCOHOL

- (13.1) Serving or distribution of alcoholic beverages by Exhibitors and/or their representatives must be pre-approved by NIRSA.
- (13.2) All alcohol must be consumed within the exhibit space. Booths must be large enough to contain all Exhibitors' employees as well as any guest that is consuming alcohol.
- (13.3) All alcohol must be distributed by an authorized employee of the convention center, who will assume the responsibility to ensure all consumers are above the required age limit.
- (13.4) NIRSA may, at its sole discretion, require the removal of an Exhibitors' alcohol, regardless of how much has been consumed, if NIRSA has received complaints relating to an Exhibitors use and distribution of alcohol.
- (13.5) All alcohol distributed or consumed during the event must be purchased on site from the hosting convention center. Exhibitors must follow the convention center protocol for alcohol purchasing and distribution.
- (13.6) NIRSA will work to accommodate all Exhibitors who wish to serve alcohol. Exhibitors must use the appropriate channel described above. Failure to comply with these requirements may result in the termination of the Exhibitors ability to serve alcohol.

14. MEETING ROOMS AND HOSPITALITY OR SPECIAL FUNCTIONS

- (14.1) No conference facility or host hotel space may be used by Exhibitors or organizations for any business, social or other event without the express written approval of NIRSA.

15. LIABILITY, INSURANCE, AND INDEMNIFICATION

- (15.1) Every reasonable precaution will be taken by NIRSA to protect property during installation, open hours and removal. However, neither NIRSA, service contractors, building or grounds officials, not any officers, staff members, or directors of any of the same, are responsible for the safety of the property of Exhibitors from theft or damage by fire, accident vandalism, or other causes; nor will they assume liability for any injury that may occur to trade show visitors or their agents and employees, or others. Security will be on the premises as determined by NIRSA.
- (15.2) All property of the Exhibitor will remain under their custody and control in transit to, from, and within the confines of the exhibit hall, subject to the policies and procedures of NIRSA.
- (15.3) A certificate of insurance will be required from each exhibiting company naming NIRSA and its agents as additional insureds on the policy effective during the period of activity. **A certificate of insurance must be received by NIRSA on or before February 23, 2024.** For a sample certificate of insurance, Exhibitor should contact NIRSA Headquarters.
- (15.4) Exhibitor agrees to indemnify and hold NIRSA, and its affiliates, agents, employees, board of directors and other representatives, harmless from all claims and liabilities (including reasonable attorney fees and costs), arising from Exhibitor's use of exhibit space as contemplated by the NIRSA Exhibitor Space Application.
- (15.5) In no event shall NIRSA be liable to Exhibitor for punitive, exemplary, or consequential damages, including without limitation lost profits, whatever the nature of the breach by NIRSA of its obligations under this agreement, and Exhibitor waives all claims for punitive, exemplary, or consequential damages. NIRSA's liability for damages under this agreement shall be further limited to amounts paid by Exhibitor to NIRSA under the terms of this agreement. By agreeing to these terms, it is implied that you have adequate insurance to cover your booth and personnel, whether you have provided NIRSA Headquarters with your certificate of insurance before the Expo.

16. PHOTO RELEASE

- (16.1) We occasionally use photographs and/or video and/or audio of our Exhibitors in promotional materials. By virtue of your attendance, you automatically agree to the usage of your likeness in such materials; this may include personally identifiable information (PII), such as display name in the Expo.

(16.2) Exhibitor may take photos or videos of its booth space. Any written references, photos, videos, or live broadcasted audio or video used by Exhibitor to promote its booth space or participation in the Exhibition must cite NIRSA and the Expo.

(16.3) Exhibitor shall not nor instruct others to photograph, record, or broadcast audio or video of another booth space, product of another Exhibitor, or session of a presenter or sponsor unless approved in writing by NIRSA.

17. MAILING LISTS

(17.1) NIRSA grants Exhibitor a limited, nontransferable license to use the NIRSA Annual Conference's proprietary mailing list of the conference's registrants' name, physical address, and opt-in email address for a single, one-time mailing that is germane to the interests of conference attendees and that does not (in the sole opinion of NIRSA) mislead, misinform, or deceive and that is not distasteful in content or presentation.

(17.2) Exhibitor shall implement appropriate security of the received mailing list to protect the confidentiality of the registrants listed therein.

(17.3) Exhibitor's mailing must be completed within 90 days following the Expo dates, after which Exhibitor access to the mailing list will be withdrawn.

(17.4) The mailing list may be used for physical mailing or emailing only. Exhibitor should not use the list to attempt to contact conference attendees in person.

(17.5) The mailing list is provided based on registration information received and may contain inaccurate address information. No refunds are provided by NIRSA for addresses that are undeliverable.

(17.6) No second use or list enhancement of any kind is permitted from the mailing list. The mailing list may contain decoy contact information to detect unauthorized use.

18. LEAD RETRIEVAL

(18.1) If Exhibitor who purchases lead retrieval, Exhibitor acknowledges that any contact information ("Attendee Data") from persons or entities who visit its booth space shall be used solely by Exhibitor for its legitimate, internal business purposes.

(18.2) Exhibitor will not sell, transfer, or otherwise distribute any part of Attendee Data to a third party.

(18.3) Exhibitor will not use any Attendee Data in connection with any illegal, distasteful, immoral, dishonest, or fraudulent activity.

19. USE OF NIRSA'S MARKS

(19.1) During the term of this contract, Exhibitor may use NIRSA's Annual Conference website and may make verbal or written reference to its participation in the Expo in marketing and promotional materials. Any references used to promote its booth space or participation in the Exhibition must cite NIRSA and the Expo.

(19.2) All other uses of NIRSA's marks must comply with [existing NIRSA policies](#) and [website terms and conditions](#).

(19.3) During the term of this contract, Exhibitor shall be permitted to maintain promotional material (such as but not limited to product information, videos, and a hyperlink to its website) on the Expo website and/or software platform. Exhibitor agrees that NIRSA does not explicitly endorse, approve, certify, or control Exhibitor website or the content or data located on such site. NIRSA is not responsible or liable for damages of any kind arising from use of, reference to, reliance on, or performance of such Exhibitor content or data.

(19.4) Reference to any specific product, process, or service does not constitute or imply endorsement, recommendation, or favoring by NIRSA.

20. COVID HEALTH AND SAFETY REQUIREMENTS

(20.1) NIRSA is following health and safety measures established by state and local health officials as well as the Phoenix Convention Center. All attendees, exhibitors, presenters, contractors, and event staff participating in the 2024 NIRSA Annual Conference & Campus Rec and Wellness Expo will be required to follow these

evolving requirements, which are subject to change. By registering as an exhibitor at the 2024 NIRSA Annual Conference & Campus Rec and Wellness Expo, you agree to follow the NIRSA 2024 health and safety requirements and any updates to them.

(20.2) In consideration for being allowed to participate in this activity and to be an exhibitor at the 2024 NIRSA Annual Conference & Campus Rec and Wellness Expo, on behalf of Exhibitor, its employees, officers, director, agents and representatives, Exhibitor hereby releases NIRSA from all liability and promise to hold harmless its hosts and participants from any and all claims (including attorney fees) resulting in any physical or psychological injury, illness, damages, or economic or emotional loss you may suffer because of your participation in this activity, including, but not limited to, injuries or illness arising from exposure to COVID-19, variations of COVID-19, or any other virus or communicable diseases that Exhibitor or its representatives may be exposure to during the conference.

21. AGREEMENT

(21.1) By continuing the online booth reservation, referring to these official Policies and Procedures, the Exhibitor agrees to abide by the Policies and Procedures and all amendments/addenda thereto with the decisions of NIRSA being final. Exhibitor also agrees to abide by all rules and regulations imposed upon NIRSA and/or Exhibitor by the exhibit facility and any other facility (convention center, hotel, etc.) used in conjunction with the NIRSA Annual Conference and Campus Rec & Wellness Expo and to which this agreement applies.

(21.2) Exhibitor agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon. Exhibitor agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable.