

Smart & Sustainable Campuses Conference

NACUBO CONTRACT AGREEMENT FOR EXHIBITORS

Application to participate dated this _____ day of _____, 20____ by and between

hereinafter called "Exhibitor," and the National Association of College and University Business Officers, hereinafter called "NACUBO,"

I. In accordance with the following terms and conditions governing participation in the exhibiting portion of the NACUBO program identified above, the undersigned Exhibitor hereby makes application to participate, which when accepted by NACUBO, becomes a contract.

II. For important information, see the regulations and reservation forms, which are attached and incorporated herein by reference. The program, facility arrangement, participant selection, and program content and format are the exclusive responsibility and property of NACUBO, which reserves the right to add, delete, or change any terms, conditions, regulations, and decisions pertaining thereto

1. The National Association of College and University Business Officers (hereinafter NACUBO), an Illinois corporation, reserves the right to exercise its sole discretion on the acceptance or refusal of applications.
2. The exhibiting portion at the event identified above provides a forum for products and services either specifically designed for or related to the program's subject matter. Actively talking with program registrants and informing them of products and services is encouraged during exhibit hours. **HOWEVER, EXHIBITORS MAY NOT MAKE SALES OR TAKE ORDERS IN THE DISPLAY AREA OR WITHIN OTHER PROGRAM FACILITIES PROVIDED.** This provision will be rigorously enforced.
3. Exhibitor agrees that NACUBO shall have the right to make such rules and regulations or changes as it shall deem necessary, and to amend them from time to time. NACUBO shall have the final determination and enforcement of all rules, regulations, and conditions.
4. **Cancellations** must be directed in writing to **NACUBO, 1110 Vermont Ave., NW, Suite 800, Washington, DC 20005** or by fax to 866.342.0217 or by e-mail to gloria.nehemiah@nacubo.org no later than March 1, 2011. A \$300 administrative fee will be charged for all cancellations. In case of fire, transportation strike, acts of God, or any other causes beyond the control of NACUBO that prevent the holding of the program, this contract shall be void.
5. NACUBO or any of its officers or staff members will not be responsible for the safety of the property of the Exhibitor from theft, damage by fire, accident, or other causes. Neither NACUBO, nor any of its officers, agents, employees, or representatives, shall be held accountable or liable for, and the same are hereby released from accountability or liability for, any damage, loss, harm, or injury to the person or any property of the Exhibitor or any of its officers, agents, employees, or other representatives, resulting from theft, fire, or other cause. NACUBO will obtain insurance against any such damage, loss, harm, or injury.
6. Exhibitor hereby agrees to indemnify, defend, protect, and hold harmless NACUBO, its officers, employees, and agents from any and all claims, litigation, attorney fees, and losses of any kind or type, including losses or damages to persons or property resulting in whole or in part, from actions or in actions of the Exhibitor or any of its officers, agents, employees, or representatives.
7. Exhibitor, its employees, representatives, or agents may not bring or allow any articles to be brought into the conference center or any act performed on the conference center premises, nor shall they permit any actions by its employees, participants, or agents that will or may damage the property of the participating conference center. No signs, attachments, nails, screws, or other similar fasteners can be affixed to the walls, floors, or any parts of the said premises without written permission of the participating conference center and the NACUBO on-site representative.

8. No activities shall be scheduled by the Exhibitor, its employees, agents, or representatives during the time of the official program without the express written permission of NACUBO.
9. Reservation fees cannot be prorated. The exhibitor fee for each program is applicable for each firm, per its current membership status at the time of this agreement.
10. Firms and agencies that plan to conduct drawings or contests should advise NACUBO at least 21 days prior to the event and should describe the drawings or contests, including any prizes to be awarded, signs to be used, timing, and method used to determine awards. No prize should be valued at more than \$100. In addition, no giveaway should cost more than \$10. A NACUBO staff member will stop by each exhibit to verify this policy is enforced.
11. Exhibit space is limited, and **ONLY TABLETOP DISPLAYS** will be allowed in the exhibit area. Freestanding displays, or displays that are larger than the tables provided, will not be permitted. Demonstrations of equipment will be allowed in this area provided that prior arrangements have been made by the firm with the conference center. Displays requiring electricity will be permitted if sufficient electricity for each such display is available from the conference center. All expenses relating to demonstrations or displays will be paid directly to the conference center by the firm needing the products or services. A firm, agency, or any participant may disburse literature to program attendees only from the exhibit area. Disbursement will not be permitted in the meeting rooms or registration area. NACUBO shall not be responsible for losses or damages from these activities.
12. Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of Exhibitor's activities on the conference center premises and will indemnify, defend and hold harmless the conference center, its agents, servants and employees from any and all such losses, damages, and claims.
13. In recognition of the common interests of all exhibitors and NACUBO in maintaining the appropriate standards of professional behavior during this business meeting, no exhibitor shall disrupt the meeting by interrupting the speaker, promoting the firm represented, or exhibiting other objectionable behavior. NACUBO reserves the right to determine when this condition exists, and to immediately prohibit said individual from further participation in any activities of the program at that location and in future locations.
14. This entire agreement and all provisions thereof are hereby incorporated in their entirety, and no provisions of any part hereof are intended or may become severable.

I HAVE READ THIS CONTRACT AGREEMENT FOR THE INFORMATION EXCHANGE PROGRAM FOR FIRMS AND AGENCIES AND AGREE TO ABIDE BY IT:

AUTHORIZED SIGNATURE

TITLE (OFFICER)

DATE

NAME OF FIRM OR AGENCY

PHONE NUMBER

ADDRESS

CITY

STATE

ZIP

APRIL 3-5, 2011

Smart & Sustainable Campuses Conference

NACUBO EXHIBITOR RESERVATION FORM

COMPANY NAME (as it will appear on signage, in the program, etc.)

ADDRESS

TELEPHONE

FAX

E-MAIL

Administrative Contact:

NAME

TELEPHONE

E-MAIL

TITLE

WEB ADDRESS

Exhibits Fee **\$2,500**

Check enclosed: Check # _____ for \$ _____

Charge to the following credit card: _____

Amount to be charged: \$ _____

American Express Diners Club MasterCard VISA

Card number

Expiration date

Security Code **Where do I find this Security Code? Visa and MasterCard Users:** Look at the signature box on the back of your card. You should see either the 16-digit credit card number or just the last 4 digits followed by a 3-digit code. This 3-digit code is your Security Code. **American Express Users:** Look for the 4-digit code printed on the front of your card just above and to the right of your credit card number. This 4-digit code is your Security Code.

Cardholder's Name (print)

Signature

Please return this form with payment and signed contract to: **NACUBO,**
Attn: Gloria Nehemiah, 1110 Vermont Ave, NW, Suite 800, Washington, DC 20005 •
FAX: 866.342.0217 • gloria.nehemiah@nacubo.org