

# Exhibitor Terms & Conditions

## **Exhibitor/Sponsor/Advertiser Cancellations**

There are NO REFUNDS once NCA has accepted your exhibitor/sponsor/advertiser application.

## **Exhibit Staffing**

The exhibit booth must be staffed at all times during exhibit hours. Exhibitors are advised to be in their booths thirty (30) minutes prior to show opening each day. As a courtesy to the attendees and your fellow exhibitors, NCA requests strict adherence to the opening and closing hours. Deliveries or removal of equipment must be made before or after exhibitor hours. The exhibit hall will be locked during non-exhibitor hours. NCA will not be responsible for any lost or stolen items.

## **Booth Assignment**

Applications for exhibit space are subject to the approval of the NCA Conference Committee. Exhibitors are asked to keep all signage, materials and furnishings within the allotted space. Exhibit space may be selected with full payment during the booth selection period. Booth selection will be made in priority order.

## **Sharing Space**

NCA does not allow sharing of exhibitor space.

## **Health and Safety/Conduct**

All exhibitor staff will comply with the current conference health and safety requirements and attendee code of conduct.

## **Distribution of Food Samples**

Exhibitors may distribute snack size food samples during exhibit hall hours at no charge. Snack size samples are individual small portions, such as yogurt in a 6oz. container, mandarin oranges in snack size bowl, single snack bag, single serving of whole grain snack crackers, or small orange juice. Food samples must meet the USDA CACFP and/or SFSP meal pattern requirements.

## **Unofficial Functions, Promotional Events or Hospitality Suites**

NCA must approve all social functions, promotional events or hospitality suites not officially part of the 2023 National Child Nutrition Conference. NCA prohibits any type of event at a time that conflicts with any conference event, program, workshop or exhibit hall function.

## **Compliance with Laws**

Each Exhibitor will agree to comply with all applicable Federal, State and local laws, ordinances, rules and regulations including all fire codes and health regulations.

## **Insurance**

Exhibitor shall obtain insurance coverage to protect it against injury, losses, damages or liabilities in connection with its participation in 2023 National Child Nutrition Conference, including without limitation, a portal-to-portal rider on its own insurance policy to protect against losses or damages in connection with 2023 National Child Nutrition Conference. The Exhibitor understands that neither NCA, or the Manchester Grand Hyatt San Diego maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

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# Exhibitor Terms & Conditions

## Liability

Exhibitor assumes full responsibility for its participation in 2023 National Child Nutrition Conference and hereby agrees to protect, indemnify, defend, and hold harmless National CACFP Sponsors Association (NCA) and the Manchester Grand Hyatt San Diego to include their respective directors, officers, employees and agents (“Representatives”) from and against all claims, losses, and damages to persons or property, governmental charges or fines, and attorney’s fees arising out of or caused by Exhibitor’s or Exhibitor’s third party contractors’ installation, removal, maintenance, occupancy, or use of the 2023 National Child Nutrition Conference premises or a part thereof or in connection with its participation in the 2023 National Child Nutrition Conference, excluding only any liability for damages caused solely by the negligence of NCA, Manchester Grand Hyatt San Diego or their respective Representatives. In addition, Exhibitor acknowledges that NCA, the 2023 National Child Nutrition Conference and the Manchester Grand Hyatt San Diego are not and shall not be obligated to obtain or maintain insurance coverage regarding Exhibitor’s property, conduct, activities or liabilities (“Risks”) in connection with NCA and that it is the sole responsibility of Exhibitor to obtain insurance coverage regarding such Risks in connection with 2023 National Child Nutrition Conference.

## Third Party Contractors

If Exhibitor uses any third-party contractors in connection with activities of the 2023 National Child Nutrition Conference, Exhibitor shall submit to the NCA a completed Third-Party Contractor Notification by April 1, 2023. Exhibitors using third party contractors agree to and shall indemnify, defend and hold harmless NCA and the Manchester Grand Hyatt San Diego to include their respective directors, officers, employees and agents (“Representatives”) from and against all claims, losses, and damages to persons or property, governmental charges or fines, and attorney’s fees arising out of or caused by such third-party contractors’ activities in connection with 2023 National Child Nutrition Conference.

## Reservation of Rights

Show Management reserves the right to take any action that is reasonably necessary, as determined by Show Management’s sole discretion, for the protection of the 2023 National Child Nutrition Conference and attendees.

## Governing Law

This contract shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California, without giving effect to principles of conflict of laws.

## Selling of Products and Services

Sales and order taking are permitted provided that all transactions are conducted in a manner consistent with the professional nature of the exhibits. Exhibitors are responsible for any and all licenses or permits required by law, as well as the payment of any taxes from sales.

## Prohibited Promotional Practices

- Giveaway items that do not comply with stated policy.
- Canvassing or distributing any material outside the exhibitor’s own space.
- Contests, lotteries, raffles or games of chance, as well as the display or promotion of special discount offers.
- Entering another exhibitor’s booth or taking photographs of another exhibitor’s booth without permission.
- The use of balloons or glitter products.

Relevant portions of the foregoing prohibited practices are applicable to non-exhibitors at all times.