



WOMEN > A FORCE IN BUSINESS
NC CHAMBER CONFERENCE FOR WOMEN
September 21, 2017 | Raleigh, NC

Exhibitor Agreement

Thank you for your interest in exhibiting at the 2017 Women > A Force in Business conference. Below are the steps for approval to become an Exhibitor.

1. Complete this Exhibitor Agreement and email it to Beth Shore at bshore@ncchamber.net.
2. You will be notified within five business days if your application is approved by the North Carolina Chamber.
3. After approval, you will receive instructions on how to make payment.
4. Once payment has been made, you will receive a confirmation with details for the event.

1 Company Information

Company: _____

Website: _____

Contact: _____

Title: _____

Phone: _____

Email: _____

2 Exhibit Preference and Rate

The North Carolina Chamber will make every effort to accommodate the Exhibitor's request for space. However, Exhibitor understands and accepts that final booth assignments will be made solely at the direction of the North Carolina Chamber.

10'x10' Booth (Select the appropriate option.)

Regular Fee \$795

Non-Profit Fee [501 (c) (3)] \$395

Fee includes two attendees, skirted table, two chairs, and pipe and drape.

3 Authorization

We ("Exhibitor") apply for exhibit space at the 2017 Women > A Force in Business Conference ("Event") on September 21, 2017, at the Raleigh Convention Center. We understand by signing this Agreement, we are applying for exhibit space at the Show and further understand that this document will become a binding contract immediately upon acceptance of the application by the North Carolina Chamber and thereby subject to the terms, conditions, rules and regulations printed in the Exhibitor Contract Terms in this document and any changes made by the North Carolina Chamber for efficient or safe operation of the Event.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibitor Contract Terms

The 2017 Women > A Force in Business Conference (“Event”) is produced by the North Carolina Chamber (the “Chamber”). The Event is scheduled to be held at the Raleigh Convention Center in Raleigh, NC (“Facility”) on September 21, 2017. “Exhibitor” means, collectively, the entity that is applying to exhibit at the Event, the authorized representative (“Representative”) of that entity who is executing this contract on its behalf and, where applicable, that entity’s officers, employees, contractors and agents.

Effectiveness. This contract becomes binding once the Exhibitor’s application has been accepted by the Chamber. The Chamber reserves the right to reject applications with or without cause if in the best interests of the Event.

Exhibit Space Assignment. Upon acceptance by the Chamber, Exhibitor will be assigned exhibit space in accordance with the procedures established by the Chamber. Exhibitor will not be assigned space until all fees due under this contract have been received and Exhibitor has no outstanding obligations to the Chamber. The Chamber reserves the right to modify or relocate Exhibitor’s space at any time if in the best interests of the Event. Exhibitor acknowledges that this contract, including its cancellation provisions, will remain effective even if the Chamber exercises its right to modify or relocate Exhibitor’s space.

Cancellation. Requests to cancel or reduce space from Exhibitor must be submitted in writing. The parties acknowledge that the actual damages likely to result from Exhibitor’s cancellation or space reduction are difficult to estimate on the date of this contract and would be difficult for the Chamber to prove. Therefore, the parties intend that Exhibitor will remain liable for the original exhibit fee amount as liquidated and agreed upon damages and not as a penalty.

Badge Registration. The Chamber will define the “Official Hours,” during which all individuals attending the Event must be registered and in possession of a valid Event badge. Upon full payment of all fees due under this contract, Exhibitor will receive two complimentary registrations as specified by the Chamber. Complimentary registrations may be used to register Exhibitor’s officers, employees, contractors, agents or guests. Additional registrations may be purchased at a fee determined by the Chamber.

Directory; Publicity. The Chamber may list Exhibitor’s name, trade names, product names and Representative’s name and contact details in any directory or other promotional materials. The Chamber shall not be liable for any errors in any listing or materials or for omitting Exhibitor from the directory or other materials. The Chamber may photograph or otherwise record Exhibitor’s space, booth and personnel and use such photographs or recordings for any purpose. Exhibitor acknowledges that the Chamber and its partners may photograph or otherwise record any person who attends the Event and, without any further notification, may use such photographs or recordings for any purpose.

Sharing; Assignment. Exhibitor shall not assign, share or sublet its assigned space without the written consent of the Chamber. The Chamber may allow Exhibitor to share its space with another entity (that entity, a “Co-Exhibitor”) if: (1) Co-Exhibitor meets any requirements of the Chamber, including those regarding membership; (2) Exhibitor and Co-Exhibitor each complete any required forms and pay the applicable fee; and (3) Exhibitor and Co-Exhibitor have an established business relationship.

Exhibit Space Operation. Exhibits must be designed and operated in a professional manner that respects the rights of other exhibitors and attendees, complies with the applicable provisions of the Americans with Disabilities Act and similar regulations and does not conflict with reasonable standards of decorum. All booths, display materials and demonstrations must be confined within Exhibitor’s space and must not interfere with aisle traffic at any time. Exhibitor shall obtain the written permission of the Chamber and Facility before performing any activity that may conflict with Facility’s insurance policy. Exhibitor shall only distribute any advertising or promotional materials from Exhibitor’s space or with the written consent of the Chamber. Exhibitor shall obtain any necessary rights prior to playing, performing or displaying any work protected by copyright.

Compliance with Laws; Facility Regulations. Exhibitor shall comply with all national, state and local laws and all rules and regulations of Facility, including any union labor work rules and fire and safety regulations. Exhibitor shall obtain all permits and approvals required to exhibit at the Event and is responsible for all taxes related to its activities at the Event.

Exclusive Services. The Chamber and Facility have designated official contractors to perform certain services for Exhibitor (those services, as listed in the Exhibitor Packet, "Exclusive Services"). Exhibitor shall not use any other contractors to perform Exclusive Services.

Exhibitor Appointed Contractors. Exhibitor may use a contractor other than an official contractor (an "EAC") if: (1) the service to be performed by the EAC is not an Exclusive Service; (2) Exhibitor submits to the Chamber a completed Intent to Use Exhibitor Appointed Contractor form naming the EAC; (3) the EAC submits to the Chamber a completed Exhibitor Appointed Contractor application, agreeing to all the terms thereof, including insurance and indemnification requirements; and (4) the EAC has been approved by the Facility, where applicable. Exhibitor is responsible for ensuring these requirements have been met. The Chamber may deny an EAC access to the Event when these requirements have not been met or when in the best interests of the Event. The Chamber will not be responsible for any lost profits or any damages of Exhibitor that result. Each EAC may be required to provide evidence of compliance with insurance requirements.

Children. Exhibitor acknowledges that children under 18 are prohibited from attending the Event.

Insurance Requirements. Exhibitor shall maintain the following during the entire Event, including move-in and move-out periods: (1) comprehensive general liability insurance, including broad form contractual liability coverage, with limits of at least \$1,000,000 combined single limit, per occurrence, for personal and advertising injury, bodily injury and property damage; (2) workers' compensation and employers' liability insurance in accordance with statutory limits; and (3) if Exhibitor will own or operate any motor vehicles at Facility, automobile liability insurance with limits in an amount adequate to cover all of Exhibitor's motor vehicles at the Facility but not less than \$500,000. All insurance must be primary and non-contributory to any other insurance coverage and Exhibitor shall obtain a waiver of subrogation on each policy in favor of the additional insured parties. North Carolina Chamber and Raleigh Convention Center must each be named as additional insured on the comprehensive general liability and automobile liability insurance. Evidence of insurance meeting the requirements of this section must be furnished to the Chamber upon request and must be available at the Facility during the Event. Exhibitor acknowledges that the requirements of this section in no way limit the liability of Exhibitor.

Indemnification; Assumption of Risk. Exhibitor shall indemnify the Chamber and Facility, and their parent and subsidiary companies, shareholders, officers, employees, agents and contractors, against all losses, damages, claims, demands, actions, penalties, judgments and liabilities (including court costs and reasonable attorneys' fees) that arise from any acts or omissions of Exhibitor or any of Exhibitor's EACs related to the Event, including, without limitation, any activities they may be conducting at the Event, or from any breach by Exhibitor of any term of this contract. Exhibitor assumes full responsibility for any risk of bodily injury, death or property damage or loss arising out of or related to Exhibitor's participation at the Event, whether caused by negligence, intentional act or otherwise. The parties intend that this indemnification and assumption of risk be construed as broadly as permitted by law.

Waiver of Liability. Under no circumstances will the Chamber be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages of Exhibitor, regardless of whether such losses or damages were foreseeable or the Chamber was informed of the possibility of such losses or damages. The maximum liability of The Chamber under any circumstances will not exceed the exhibit fee actually paid by Exhibitor to the Chamber.

Cancellation of Event. If The Chamber cancels the Event due to circumstances beyond its reasonable control, then it shall refund to Exhibitor the amounts paid under this contract, minus a share of the costs incurred by the Chamber, in full satisfaction of liabilities to Exhibitor. If the Chamber cancels the Event for any other reason, then the Chamber shall refund to Exhibitor the amounts paid under this contract, in full satisfaction of liabilities to Exhibitor. No cancellation will be deemed to have occurred, and no refund will be due to Exhibitor, if the Chamber reschedules the Event for dates within one week of the originally scheduled dates or selects a different exhibit facility within the same metropolitan area.

Violations. Upon the violation by Exhibitor of any of the terms of this contract, the Chamber may take one or more of the following actions: (1) require modifications to Exhibitor's booth or space at Exhibitor's expense; (2) cancel Exhibitor's

exhibit space assignment; or (3) disqualify Exhibitor from exhibiting at future events produced by the Chamber. These remedies are illustrative only and do not limit any remedies described elsewhere in this contract or otherwise available by law.

Severability. The parties intend that, if any provision of this contract is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable and the rest of the contract will remain in effect as written.

Representative; Communications. The Chamber shall direct communications related to the Event, including notices under this contract and additional rules and regulations, to the Representative by email, mail or hand delivery. Notices from Exhibitor to the Chamber, including the designation of a new individual as Representative, must be sent by email to thite@ncchamber.net, by mail or overnight carrier to North Carolina Chamber, Attn. Exhibit Services, 701 Corporate Center Drive, Suite 400, Raleigh, NC 27607, USA or by hand delivery.

Rules and Regulations. The Chamber or Facility may adopt or amend rules and regulations governing the Event at any time.

Waiver; Entire Agreement. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation. This contract, including any additional rules or regulations adopted by the Chamber in accordance with section 19, constitutes the entire understanding between the parties with respect to the subject matter of this contract and supersedes all other agreements, whether written or oral, between the parties.

Governing Law. The laws of North Carolina, without giving effect to its principles of conflicts of law, govern all matters arising out of this agreement or Exhibitor's participation at the Event.