

ERAPPA 2020

Sponsorship and Exhibitor Package Application September 27 – September 30, 2020 Saint John Convention Centre Saint John, New Brunswick, Canada

General Information and Conditions of Contract:

Agreement between Exhibitor and Eastern Regional Associations of Higher Educations Facilities Officers (ERAPPA) for Exhibit Space at the ERAPPA 2020 Annual Conference, Sept. 27- Sept. 30, 2020

Sponsors and Exhibitors agree to abide by the following conditions, terms, rules and regulations as a condition for purchasing/using an exhibit space at the ERAPPA Conference ("Conference"), event management by Agenda Managers Inc. ("Event Manager") with exposition support from Global Convention Services. The Conference will be held at the Saint John Convention Center.

- Once an application is accepted, ERAPPA reserves the right to accept or reject any application in its sole discretion. Available booth locations are based on sponsorship level.
- 100% payment of the listed cost of the Exhibit Space/Sponsorship Level desired must accompany Applications. No Application will be processed or confirmed until all items are received by the Event Manager.
- Exhibitors are required to carry their own general liability insurance. Proof of general liability may be required at any time by show management.
- No exhibitor may charge an admission fee to their booth or theater.
- Exhibitor agrees that its exhibit will be staffed at all times during the published hours of the exhibit. All exhibits must remain intact until the official closing hour.
- In the event that the Exhibitor fails to exhibit in the space allotted to them on opening day, the Conference may make such use of said space as it sees fit without any liability whatsoever to the Exhibitor, who shall remain liable to it for the payment of the total booth price under the contract.
- The Exhibition will close at 9:30 am on September 29, 2020 and all exhibits must be removed from the exhibit floor not later than 3:00 p.m. of that day. No Exhibitor can dismantle a booth at any time during the Exhibit or before 9:30 am on September 29, 2020 except if specific written permission from the Event Manager. Exhibitors must observe the move-in and move-out times established by the Conference.
- The following equipment and furniture is included in the booth price and is to be furnished by the Conference: 10'x10' Booth Space. Booth fee includes pipe and drape, one 6' draped table, two side chairs, 7"x44" id sign, and company listing in the conference program.
- The expense of installation or rental of any equipment, furniture, signs or appliances other than those enumerated in the last paragraph, shall be borne by the Exhibitor.
- All exhibit backgrounds must conform to the standard set by the Conference, which is as follows: no side rails may exceed 3' in height, background must not exceed 8'in height including the sign, and must not protrude from the back wall more than a maximum of 36" above the prescribed railing.
- No nails or bracing wires used in erection displays may be attached to the building of the Saint John Convention Center. All property destroyed or damaged by Exhibitor must be replaced to its original condition by the Exhibitor or at the Exhibitor's expense.
- The booth to be occupied by the Exhibitor at the Conference must be properly constructed and attractively decorated in conformity with the general design and décor of the other booths at the Conference and in full and complete compliance and conformity with the general regulations established for the construction and decorations of booths by the Conference, Event Manager and/or Saint John Convention Center.
- Distribution of circulars or other materials may be made only within the assigned space.
- Over-the-counter sales are permitted as long as they do not interfere with the free flow of traffic in the Exhibit Hall. All such sales must be made from the front of the booth. Exhibitors with corner booths are entitled to transact business only across the front portion of the booth. All exhibitors making over-the-counter sales must comply with all Canadian federal, state and local laws, rules and regulations regarding sales transactions, including the collection of appropriate taxes.
- All materials used in the Exhibit Hall MUST be non-flammable to conform with the Fire Regulations of The Saint John Fire Department. Electrical wiring and equipment installation must conform to the National Electric Code and the Electrical Code of PA. Materials not conforming to such regulations will be removed immediately at the Exhibitor's expense
- The Conference booths can be occupied only by the Exhibitor whose application is approved. No booth can be occupied in whole or in part, for any purpose whatsoever by any other person or persons, and no subletting nor joint use by any means or for any purpose is permitted. Violators will be removed.
- All exhibits, including products, equipment and furniture must be confined wholly within the booth space assigned on the official floor plan. No use for any purposes whatsoever may be made of aisles or any other space adjacent to the booth reserved.
- No Exhibitor can install or use any loud speaker, public address system, amplifier, megaphone or similar device or use any sales methods which in the sole judgement of the Conference may be annoying or prove a nuisance to the Conference.

- All products, equipment, furniture and furnishings of the Exhibitor are placed and exhibited at the sole risk of the Exhibitor and that neither ERAPPA, Event Manager, Saint John Convention Center nor any of their respective officers, agents, employees or representatives assume responsibility of any kind. Therefore, it is suggested that the Exhibitor remove valuable samples or moveable equipment from the booth reserved overnight.
- Neither ERAPPA, Event Manager, Saint John Convention Center nor any of their respective officers, agents, employees or representatives shall be responsible or liable in any way for any injury to a person or property, loss or damage of any kind, sustained by the Exhibitor, employees of the Exhibitor, or any other person by reason of fire, theft, water, or any other cause whatsoever, unless such injury, loss, or damage was the result of any negligent or intentional act of ERAPPA, Event Manager, Saint John Convention Center or any of its servants, agents or employees. It is further understood that the Exhibitor will indemnify and hold harmless ERAPPA, Event Manager, Saint John Convention Center and any of the respective officers, agents, employees or representatives from damages, loss, cost of expense of any and all kind for any claim or claims, action or actions, arising out of the sole or contributing negligence of the Exhibitor or any of its employees, servants or agents.
- Should any Exhibitor misrepresent any product or article displayed in a booth, ERAPPA may forthwith, and without any liability whatsoever, terminate this contract for such booth and require the Exhibitor to remove from the premises all its products, equipment, and furniture.
- ERAPPA may, at any time, forbid the installation or continuance of any exhibit or part thereof which in its sole judgment and discretion is detrimental to the interests of any other Exhibitor, of ERAPPA, or which is conducted in an objectionable manner; and may, at any time without notice, summarily remove any such exhibit or part thereof without any liability whatsoever to the Exhibitor.
- The Exhibitor shall comply with all the terms and provisions of all union or other contracts in effect at the time of the Conference affecting any phase of its conduct, construction, or relating to the building or premises wherein it shall be conducted.
- The decision on all matters which may arise not herein specifically covered or referred to, rests in the sole discretion or judgement of ERAPPA, and the Exhibitor agrees to accept the same, ERAPPA shall not be liable in any respect or any way for any such decision, provided it acts reasonably and in good faith.
- ERAPPA may, at any time prior to the scheduled opening date of the Conference, change the dates thereof (but not reduce the total time thereof), change the floor plan, or transfer ERAPPA to another building without any liability to Exhibitor.
- ERAPPA or Event Manager, Saint John Convention Center or any of their respective officers, agents, employees or representatives may, without incurring any liability of any kind whatsoever, require any Exhibitor who violates any of the provisions of the contract or of its Conditions, Terms, Rules and Regulations, to forthwith remove themselves together with their products, equipment, furniture, from the Conference.
- Exhibitor may cancel either its participation in the Conference or a portion of its exhibit space only upon written notification to Event Manager. Exhibitor shall not receive any refund of the fee paid. All such sums that are retained or are owed may be retained by ERAPPA in its discretion as liquidated damages. In addition, ERAPPA shall have the right, at its option, to instead pursue other legal or equitable remedies available to it in the event exhibitor defaults or fails to exhibit. If, because of war, fire, labor strikes, picketing, exhibit facility construction or renovation project, government regulation, public catastrophe, bomb threats, terrorist acts, acts of God or the public enemy, or other cause beyond the control of ERAPPA, the Convention or any part thereof is prevented from being held and is cancelled by ERAPPA, or the Exhibit Space becomes unavailable, ERAPPA in its sole discretion shall determine and refund to the Exhibitor its proportionate share of the balance of the agreed upon exhibit fees received by ERAPPA which remains after deduction of expenses incurred by ERAPPA in connection with the Convention and reasonable compensation to ERAPPA, but in no case shall the amount of the refund to the Exhibitor exceed the amount of the Exhibit fee paid by the Exhibitor.
- No agent or employee of ERAPPA has authority to modify, vary, change or waive any provisions of this contract or of these Conditions, Terms, Rules and regulations, and no such modification, variation, change or waiver shall be effective or binding upon ERAPPA unless in writing and signed by an authorized officer of ERAPPA. The waiver by ERAPPA of strict compliance with or performance of any of the provisions hereof shall not be deemed to include a waiver of any other provision.
- ERAPPA may in its sole discretion waive any clause of this Agreement, without affecting any other clause of the Agreement. In such event, all other clauses shall remain in full force and effect.
- Should any provisions of this Agreement be found to be unenforceable by a court of law, the remaining provisions shall remain valid and in full force and effect.
- Global Convention Services has been appointed the official exhibition management company for the conference and has exclusive rights to leasing of equipment in the tradeshow building. Global Convention Services has been appointed the official shipping, customsbrokerage, drayage and material handling firm. All exhibitors agree to use their services and not contract alternative suppliers for additional booth equipment, booth set-up and dismantle and custom brokerage.
- Exhibitors agree to comply with the policies regarding smoking for the Conference. Smoking is forbidden in all exhibition, function and meeting spaces, and all public spaces within the Saint John Convention Center.
- Exhibitors agree to comply with all union contracts and agreements between ERAPPA 2020, Agenda Managers Inc and official contractors, serving companies and the host hotel of the Conference and the labor laws of the jurisdiction in which the buildings are located.