#### Terms and Conditions for 2023 Annual NCS-ACOFP Conference

## **Agreement for Exhibitors and Sponsors**

These regulations have been formulated in the best interest of all concerned, and any matters not covered here are subject to the decision of the conference coordinator for the event. The conference reserves the right to accept or reject any application.

#### **Location of Exhibits**

The exhibitor space will be in the Ross/Tufts Room of the Carolina Hotel of the Pinehurst Resort located at 80 Carolina Vista Drive, Pinehurst NC. Nancy Guy, hereafter referred to as the conference coordinator, reserves the right to make modifications as necessary to adjust the floor plan at any time to meet the needs of the exhibit, the exhibitors, or the event.

## **Application**

All interested parties must review and agree to the terms of the agreement which is indicated by one of the following options.

- 1) Complete the electronic application at www.nc-acofp.org and pay by credit card.
- 2) Print and complete the application and mail to Nancy D. Guy, Director, PO Box 662, Lillington NC 27546. An invoice can be provided if needed.

## **Care of Building and Equipment**

Exhibitors or their agents must not injure or deface the walls or floors of the building, the exhibit space, or the equipment of the exhibit space. Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Distribution of promotional gummed stickers or labels is strictly prohibited. When damage appears, the exhibitor is liable to Pinehurst Resort. Anything in connection therewith necessary or proper for the protection of the building, equipment, or furniture will be at the expense of the exhibitor.

#### **Installation and Dismantling**

It is the responsibility of each exhibitor to install their exhibit Friday, between 11:00 am and 1:00 pm. Exhibits must be dismantled by 4:00 pm on Saturday.

## Shipping

Shipping and insurance of displays are the responsibility of the exhibitor. If shipping directly to the conference, please contact Avery Myrick, Event Services Manager at the Pinehurst Resort in advance to determine shipping and storage charges. You can contact her by email at <a href="mailto:Avery.Myerick@pinehurst.com">Avery.Myerick@pinehurst.com</a> or by phone at 910-235-8505.

#### **Mailing Lists**

Exhibitors may compile a mailing list by direct solicitation of persons visiting their booth; however, compiling a mailing list of conference attendees from any other source is strictly prohibited.

## Liability

Neither the conference nor its officers, directors, agents, or employees, are liable for any damages or losses that may occur to an exhibitor, or to an exhibitor's employees or property, from any cause whatsoever. The exhibitor, on signing the application, agrees to hold forever harmless the

aforementioned from any and all liability, claims, losses, and expenses for personal injury, accident, property damage, or loss arising out of, in, at, or in connection with the exhibitor's display, including losses arising from cancellation of the conference.

#### Restrictions

The conference coordinator reserves the right to restrict exhibits that become objectionable because of noise, method of operation, materials, or for any other reason, and to prohibit or to evict any exhibit that, in the opinion of the conference coordinator, may detract from the general character of the conference as a whole. In the event of such a restriction or eviction, the conference will not be liable for any refunds or other exhibit expenses.

#### Sales

Exhibitors are permitted to make sales in the exhibit area only. Obtaining the appropriate licenses and/or permits as required by law, collecting and remitting sales tax, and complying with any other legal business requirements are solely the responsibility of the exhibitors.

## Security

The conference is not providing security. Therefore, exhibitors are solely responsible for their own exhibit materials and should insure their exhibit against loss or damage from theft, accident, vandalism, fire, or other causes.

# **Use of Space**

All demonstrations or other promotional activities must be confined within the limits of the exhibit space. There must be sufficient space remaining to contain conference attendees visiting the booth to participate in such activities. Exhibitors may not move any furniture without the prior consent of the conference coordinator. Exhibitors shall not assign, sublease, or share the allotted space without the knowledge and consent of the conference coordinator. Exhibited items are limited to goods manufactured or distributed by the exhibitor in its regular course of business. An organization not purchasing exhibit space will not be permitted to solicit business during the conference. Interference with the light and/or space of other exhibitors is prohibited. The conference coordinator reserves the right to require an exhibitor to alter an exhibit on site. Necessary changes shall be made at the exhibitor's expense and are subject to the approval of the conference coordinator.

#### **Cancellation Policy**

All cancellations must be made in writing by e-mail to the conference coordinator. If notification is received before August 1, all monies will be returned. Cancellations after that date will result in the deduction of a \$50 processing fee from the fee. Failure to occupy exhibition space in no way releases the exhibitor from the obligation to pay for the full cost of the requested space. Cancellations and requests for refunds must be submitted in writing to Nancy Guy, Conference Coordinator by e-mail at <a href="mailto:director@nc-acofp.org">director@nc-acofp.org</a>. Fees will be assessed as follows: Before August 1, 2023 – Full refund, On or after August 1st: - \$50 processing fee. In the event of flood, fire, strikes, riots, civil commotion, or other uncontrollable circumstances that render the exhibit area unfit or unavailable for use, all monies paid for exhibition space will be refunded.