# College & United His

# RULES & REGULATIONS | 2024 NACUMS EDUCATIONAL CONFERENCE

By participating as an exhibitor in the National Association of College and University Mail Services (NACUMS) Annual Conference and Exhibition, you, your company, and your company representatives agree to the following terms and conditions, and the presiding rules and regulations.

## **NACUMS EXHIBITION TERMS AND CONDITIONS:**

## I. SHOW MANAGEMENT:

The exhibition is organized and managed by the National Association of College and University Mail Services (NACUMS). Any matters not covered in these Rules and Regulations are subject to the interpretations of the NACUMS Board of Directors and the NACUMS Conference Representative or his or her designee, and all exhibitors must abide by their decisions. Exhibitors must comply with the policies and procedures of the Omni Providence. NACUMS shall have full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of exhibitors. Each exhibitor, for themselves and their employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto. NACUMS reserves the right to determine, at its sole discretion, the eligibility of any company or product for inclusion in the exhibition. NACUMS reserves the right to request the immediate withdrawal of any exhibit that is perceived to be injurious to the purpose of the Association. NACUMS reserves the right to refuse to admit to and eject from the exhibit building any objectionable or undesirable person or persons.

### II. PAYMENTS:

All outstanding financial obligations owed to NACUMS must be paid in full prior to the opening of the trade show. Exhibitors failing to meet outstanding financial obligations will not be allowed to exhibit.

Charges for registration and booth assignment will be the responsibility of the company. NACUMS will not provide separate invoicing for company representatives to register for the event. Multiple or split payments can be made by use of the NACUMS financial portal.

#### III. BREACH OF TERMS:

If the Exhibitor, its employees and/or agents breach items address in this document, NACUMS may terminate the Exhibitor's right to occupy space at the Exhibition, at which time the Exhibitor agrees to close and remove its exhibit from the Exhibit Hall as soon as possible, without disruption of the Conference. If the Exhibitor does not promptly close its exhibit in accordance with such notice, NACUMS may re-enter and take possession of the space occupied by the Exhibitor and may remove all persons and property at the Exhibitor's risk. The Exhibitor shall pay all expenses and damages incurred by NACUMS with respect to any breach of these Terms, and NACUMS shall retain any and all amounts paid by Exhibitor to NACUMS to participate in the Conference and Exhibition. Sanctions for noncompliance with any item addressed in this document may include ineligibility to exhibit at or attend any future NACUMS meetings or events.

## IV. CONFERENCE ATTENDANCE:

Participation as an exhibitor provides you and your registered representatives complimentary badges. Expo badges provide you and your registered representatives the same benefits of a registered attendee. You are welcome to attend the general and educational sessions on July 14 and 15, 2024.

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Representatives of any company that is not registered to exhibit, although affiliated with paid exhibiting businesses, are not permitted to enter any conference space. Representatives of exhibiting businesses, who sole function is to set up and dismantle exhibition booths, are allowed in the exhibit area, in order to provide support.

## V. EXHIBITOR BOOTH ASSIGNMENT PROCESS:

Business Partner Members space assignments will be made only after completing the conference registration form, acknowledging your company's agreement to these Terms & Conditions. NACUMS Conference Representative reserves the right to change location assignments at any time, as it may, in its sole discretion, deem necessary. Non-member Business Partners will have their space assigned by the NACUMS Conference Representative at his/her sole discretion. All registrations received after April 15, 2024, will be assigned remaining booths and the final arrangement of space will be determined by NACUMS Conference Representative at his/her sole discretion.

Each company will receive an e-mail or letter of confirmation. Information regarding exhibit setup and the event site will be e-mailed to the company contact. It is the responsibility of the company contact to disperse exhibit information, along with these rules and regulations, to the appropriate company representatives.

## VI. EXHIBITOR SERVICES:

Services are available to exhibitors at normal charges through the official convention contractor (hereinafter "Official Contractor"). An exhibitor's service kit will be provided to all exhibitors, no less than 60 days in advance of the conference, with complete details and deadline order dates for rental displays, additional decorating, furniture, signs, cleaning, electrical, audiovisual service, drayage and labor. Exhibitors utilizing services of the Official Contractor shall be liable for all expenses incurred in the course of their exhibition at the NACUMS Conference.

## VII. REFUNDS/ CANCELLATION:

All exhibit space cancellation requests, whether all or part of purchased space, must be submitted in writing to the NACUMS Conference Representative. If written notice of cancellation is received before April 30, 2024, a full refund, less an administrative fee of \$250 plus credit card fees, will be issued. For written cancellations received between May 1, 2024, and June 15, 2024 a 50 percent refund will be issued. No refunds will be issued after June 15, 2024. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount set forth above, regardless of whether or not NACUMS enters into a further lease for the space involved. In the event that fire, strike, acts of God or other causes beyond the control of NACUMS causes the exhibit to be cancelled, full refund of the exhibit rental fees will be made, which is the limit and extent of NACUMS' liability for such cancellation. NACUMS shall not be held liable for failure to hold the NACUMS Annual Conference and Exhibition as scheduled.

## VIII. FAILURE TO OCCUPY SPACE:

Should any rented space remain not set-up or unoccupied one hour before opening, Sunday, July 14, 2024 or for any time thereafter, NACUMS reserves the right to rent such space to any other applicant or to eliminate such space and no refund shall be made to the original renter. Exhibitors who require delayed occupancy must make request to NACUMS Conference Representative in writing before July 1, 2024.

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## IX. BOOTH REPRESENTATION:

Booth representation is limited to the approved Exhibitor and their company's personnel. Exhibitor may not permit non-exhibiting company representatives to work in their booths. Local dealers, of corporate entities, may be allowed in the booth, but must be approved, in advance of the expo, by the NACUMS Conference Representative and have a paid registration. Booth representatives may only sell goods or services manufactured or regularly distributed by the exhibitor company. All persons associated with the Exhibitor and the booth, not employed directly by Exhibitor, must be approved in writing by NACUMS Conference Coordinator, and have a paid registration. Any person who is not directly employed by an approved Exhibitor and is approved to be present in a booth will be provided with an addendum to these Terms & Conditions, which must be accepted by said person, before their entry into the expo will be allowed.

Booth rental includes registration for two (2) representatives for the first booth space. Additional spaces beyond the first booth are rented at a discounted rate and do not include attendance for additional company representatives. Additional representatives must purchase an Additional Representative badge, regardless of the number of additional tables purchased. There will be a limit of four (4) representatives per booth space purchased in the NACUMS exhibit hall. Exhibiting companies may not have more than 8 total representatives, regardless of the number of booth spaces purchased. Only paid, registered representatives will be allowed in the NACUMS exhibit hall.

### X. SUBLEASING OF SPACE:

Exhibitors may not assign, sublet or apportion to others the whole or any part of the space allocated. Exhibitors may not display goods or services other than those manufactured or regularly distributed by them. Exhibitors are not permitted to feature names or advertisements of non-exhibiting companies or their agents in the exhibitor's display. Any item of a non-exhibiting company required for operation or demonstration in an exhibitor's display, should be identified by normal methods, such as a regular nameplate, imprint or trademark under which the item is sold in the general course of business. Any display, promotion, sales or marketing of non-exhibitor products or services is strictly prohibited. Subsidiary companies, whether wholly or partially owned, may not be combined with or share space with a parent company and each subsidiary company must register separately and purchase its own booth space.

# XI. LIABILITY:

Exhibitor assumes responsibility and hereby agrees to protect, indemnify, defend, and hold harmless NACUMS, Omni Hotels and Resorts and any of its boards, officers, employees, volunteers, conference attendees or member institutions against all claims, losses, and damages to persons or property, governmental charges or fines, and attorney fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof. NACUMS will not be liable for loss or damage to the property of exhibitors or their representatives or employees from theft, fire, accident or other causes. NACUMS will not be liable for injury to exhibitors or their employees or for damage of property in their custody, owned or controlled by them, which claims for damages, injuries, etc., may be incident to or arise from, or be in any way connected with their use or occupation of display space, and exhibitors will indemnify and hold harmless against such claim. The exhibitor assumes all liability for any damage to the facility's floor, walls, lighting fixture, etc. as a result of exhibitor negligence. Damage caused by the Exhibitor, its employees or contractors will be the Exhibitor's responsibility. This section shall survive any termination or expiration. of this Agreement.

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NACUMS and The Hotel are not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms. Exhibitors will carry workers compensation coverage as required by law. The exhibitor will abide by and observe all laws, rules, regulations and ordinances of any governmental authority and of the contracted facility.

NACUMS will make reasonable efforts to ensure that the exhibit hall be secured during non-exhibition hours; however, NACUMS makes no warranty, expressed or implied, that security measures will avert or prevent occurrences that may result in loss or damage. Each exhibitor must make provisions for the safeguarding of his or her goods, materials, equipment and display at all times. By signing this agreement, exhibitor acknowledges that the NACUMS Annual Conference is an open booth exhibition and that the primary responsibility for safeguarding your exhibit and its contents is the exhibitor's. Please secure or take with you any valuable or proprietary items during non-exhibit hours.

## XII. SEVERABILITY:

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

### XIII. ENDORSEMENTS:

Having an exhibitor relationship with NACUMS does not indicate that NACUMS endorses the product or service of said exhibitor.

## **EXHIBITION PRESIDING RULES AND REGULATIONS:**

It is the intent of NACUMS that all exhibits serve the best interest of NACUMS members and will be operated in a way that will not detract from other exhibits, the exhibition, or the meeting as a whole. The presiding rule of the show is to be considerate of attendees, other exhibitors, conference staff and other guests of the hotel. Respectful treatment of other exhibitors and their products is expected. Accordingly, the following rules will be strictly enforced:

# **CONDUCT:**

- Noisy or undignified displays including sound devices; flashing lights; megaphones; loudspeakers, or side show tactics are not allowed, at any time.
- Never enter any other firm's display uninvited and never when it is unattended.
- Do not conduct business activities in a manner that interferes with easy navigation of the aisle in front of the Exhibitor's booth(s). Demonstrations and sales activities must be conducted within the Exhibitor's designated booth space. No part of the display, including products, is permitted outside the exhibit space. Displays shall not be arranged so that it is necessary to stand in the aisle in front of the designated spaced in order to sell.
- Banners/posters or other items may not be placed on any wall in the exhibit hall. All company images, or displays must stay within the assigned booth space.
- Use of entertainers or performers, who's costume or attire would be considered risqué or inappropriate in a business setting shall not be permitted.



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# **CONDUCT (continued):**

- Distribution of advertising or promotional materials outside of the exhibitor's designated booth(s) is strictly prohibited. The exchange of business cards from registered exhibitors is permitted. Canvassing or distribution of advertising material or souvenirs in the exhibit hall by representatives of non-exhibiting firms is strictly forbidden.
- Access to the exhibit hall during non-exhibit hours shall not be permitted. Exhibit hall hours will be included in the exhibitor information package.
- Exhibitors shall not tamper with or remove materials from any booth other than the exhibitor's own.

## **HANDOUT MATERIALS:**

Promotional giveaways and exhibitor prize raffles will be permitted and must be coordinated with NACUMS Conference Representative. All handout materials are expected to be of a professional nature. NACUMS reserves the right to disallow any materials, prizes, or give-away items that they believe to be inappropriate. Companies wishing to provide attendees with any item to be worn, as a part of a game or giveaway must receive prior approval. No giveaway shall be provided which would require the attendee to deface or alter the conference lanyards, name badges or any other conference materials.

#### **HOTEL & CONVENTION CENTER USE:**

Showing of equipment or product presentations to registered members or guests of NACUMS by exhibiting firms other than on the exhibit floor during the official hours is expressly prohibited. Exhibitors may not use the hotel(s) to distribute literature, gifts, etc. to attendees unless approved in writing by NACUMS. Outside activities during official show hours that would encourage attendance away from exhibit premises is strictly forbidden.

## **PHOTOGRAPHY:**

Photos taken by NACUMS may be used in promotional pieces and shall be the sole property of NACUMS. Photography or videotape any product, material, or booth other than the exhibitor's own is strictly prohibited. Any photography in the Exhibit Hall must be preauthorized by the NACUMS Conference Representative and be supervised by a Conference Committee member.

## PRESENTATION OF PROGRAM SESSIONS:

Exhibitors presenting program sessions during the conference are to adhere to the Program Guidelines established by the NACUMS Conference Committee. The Conference Committee specifically requires that interest sessions not be used as an opportunity to make a sales-type presentation that promotes any product or service during a program presentation. Exhibitors are expected to exhibit professionalism and will not make disparaging remarks about competitors during presentations. In no case shall logos or company names be used in slides or hand out materials.

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## **ARRANGEMENT OF EXHIBITS:**

Any portion of the Exhibit that obstructs the view, interferes with the privileges of other exhibitors, extends beyond the designated booth space or for any reason becomes objectionable, must be immediately modified or removed by the exhibitor. NACUMS reserves the right to inspect the quality of the appearance of each booth prior to show opening.

Where necessary, masking drape will be placed to cover unsightly wires, unfinished back walls, etc. at the exhibitor's expense.

### **DISPLAY DISMANTLING & REMOVAL:**

No exhibit shall be dismantled before the official closing of the NACUMS exhibition area on Monday, July 15, 2024. Exhibits must be removed from exhibit hall no later than 6:00 pm, Monday, July 15, 2024.

## **IN-PERSON HEALTH PROTOCOLS:**

NACUMS is committed to the health and safety of our in-person attendees, and this is our top priority. Conference attendees, exhibitors, speakers, and guests must adhere to all health guidelines in place at the time of the conference. We ask that you do not attend an in-person event if you are feeling unwell or showing any symptoms of illness.

NACUMS will continue monitoring government mandates as well as the local health department and venue guidelines and will provide updated information as it becomes available. We ask attendees to review the guidance provided in the following links prior to arriving in Austin.

Austin, TX Guidance
CDC Guidance
Hilton Clean Stay

# **FIRE, SAFETY AND HEALTH:**

The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. Fire regulations require exhibitors to keep displays, products, signage, and any other materials within their space limitations. If any of these items are found to be in aisle space, the exhibitor is liable for municipal fines and will be asked to correct the situation. The exhibitor must take all necessary fire precautions and no combustible material will be stored in or around exhibit booths.