

Exhibitor Agreement NAHN 2025 Annual Conference

- AGREEMENT The application, executed by applicant (Exhibitor), together with these Terms and Conditions, shall constitute a valid and binding Agreement between the National Association of Hispanic Nurses® (NAHN) and Exhibitor. The words "Event Management" as used herein refer to the National Association of Hispanic Nurses (NAHN). Event Management shall have full power to interpret, amend and enforce all Terms and Conditions in the best interest of the NAHN 2025 Annual Conference ("Conference").
- 2. WHO MAY EXHIBIT Exhibitor opportunities at the Conference are only for those organizations offering products, equipment and services which will benefit or promote the development of the nursing profession. NAHN reserves the right to determine eligibility of any Exhibitor up to and including the dates of the Conference.
- 3. ASSIGNMENT OF SPACE Assignments of space will be made by Event Management in the order of receipt of paid application. Assignment of space is final and shall constitute an acceptance of the Exhibitor's offer to occupy. NAHN reserves the final decision and right, in the best interest of the Exhibition, to amend the floor plan, assign or relocate selected space in areas other than that selected by Exhibitor. Exhibitors may not sublet, sub-divide or assign their space, promote the products or services of non-exhibitors, or otherwise permit non-exhibitors to distribute materials in their space or any part thereof. Only one organization may occupy the space.
- 4. COST OF EXHIBIT SPACE Booths include standard draping, skirted table, two chairs, booth ID sign, one wastebasket, two full conference passes*, post-conference attendee mailing list (excluding email, phone and fax) and one listing in the conference app. Additional Exhibitor conference passes* may be purchased at additional cost. Exhibitor passes do not include the Gala. (Gala tickets are available at additional cost.)

*Note: Exhibitor passes are for organization employees only. Students and voting NAHN members must register as Participants.

- 5. ARRANGEMENT OF EXHIBITS Exhibitor agrees to arrange exhibit so as not to obstruct the general view or to hide other exhibits. No partitions other than the side rails provided by Event Management will be allowed unless specifically approved. Side dividers at 6' heights may be extended no more than 3' from the back line of the booth. Inline booths have a height restriction of 8'. No display material exposing an unfinished surface to neighboring exhibits or aisles will be permitted. Exhibits should be self-contained with nothing outside the booth area. Interference with normal traffic flow is prohibited. Nothing shall be posted, tacked, screwed or otherwise attached to columns, walls or floors.
- 6. HOSPITALITY FUNCTIONS Scheduling of private functions, cocktail parties or other special events in conjunction with the Conference and within the host hotel MUST be coordinated directly with Event Management. Functions during Conference business and social events, as well as the period of move-in, Exhibition hours, or move-out, are prohibited. Booth raffles and similar items will need to be approved by Event Management.
- 7. OBJECTIONABLE CONDUCT Event Management reserves the right to restrict, reject, prohibit, or eject any exhibit, including personnel in whole or in part, because of noise, conduct of personnel, selling outside of the booth or for other causes which Event Management deems not compatible with the purpose of the Conference or any other reason in the opinion of NAHN,

- without liability for any refunds or other expenses incurred. Event Management reserves the right to refuse distribution of souvenirs, advertising materials or anything else, which it may consider objectionable.
- 8. COMPLIANCE WITH LAWS Exhibitor shall bear responsibility for compliance with Conference policies, any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, including the Polices, Rules and Regulations of the Conference facility, regarding the installation, dismantle and operation of the exhibit. Exhibitors selling items from their booths must obtain any necessary city and/or state permits.
- 9. EXHIBIT HOURS Exhibitor agrees to have all exhibits finalized during the setup times as provided. Exhibitor agrees not to dismantle or remove any part of exhibit, or to start any packing until the close of the exhibit area. If an Exhibitor violates this provision, the Exhibitor will be fined up to \$500. In their own best interest and for security, Exhibitors are encouraged to keep an attendant at their booth during all open hours.
- 10. INSURANCE & LIABILITY Event Management will use reasonable care to protect Exhibitor against loss. However, NAHN and the Conference facility shall not be held responsible for the safety of exhibits against fire, theft or property damage or for accidents to Exhibitors or their employees, agents, volunteers and attendees from any cause. Exhibitor agrees to obtain adequate insurance against any such injury, loss or damage. Exhibitor agrees to make no claim against and to protect, indemnify, defend and hold harmless Event Management and the Conference facility against loss, theft or damage to Exhibitor's property or injury to persons in the exhibit area.
- 11. UNION RULES Exhibitors must comply with any Union rules listed in the Exhibitor Kit as provided by the official service contractor.
- 12. SERVICE CONTRACTOR Contact the official show decorator for details on shipping and booth needs. These costs are borne by the Exhibitor. The show decorator service kit is sent to Exhibitors after reservations have been finalized. If an exhibitor appointed contractor (EAC) is used other than the official show decorator, please complete the EAC form as provided by the official show decorator. Exhibitor accepts all responsibility for EAC's actions or omissions that cause damage or injury and shall hold NAHN harmless from any liability.
- 13. PHOTOGRAPHS/VIDEOTAPING NAHN reserves the right to record and to use video and photographs. Exhibitor grants NAHN and its management provider the right to use any image, photograph, voice, or likeness, without limitation, in its promotional materials and publicity efforts without compensation. All media become the property of NAHN and may be displayed, distributed, or used by NAHN for any purpose. NAHN shall not be responsible for photographs or videos taken and/or shared by other event attendees.
- 14. CONSUMABLE ITEMS All consumable items to be distributed by Exhibitor must be approved through the Conference facility. Exhibitors will not be permitted to sell, serve, or give away alcoholic beverages in the Exhibit area.
- 15. SMOKING Smoking is not allowed in Conference business or social events or the exhibit area.
- 16. CHANGES NAHN reserves the right to make any changes in the rules necessary to ensure the health and safety of those in attendance, the significance of the Conference and harmony of operation. Exhibitor will be advised of any such changes by email.
- 17. DEDUCTIBILITY NAHN is a 501(c)(3) nonprofit business organization. Exhibitor and registration fees are not deductible as charitable contributions but may be deductible as trade or business expenses. Please check with a tax professional.
- 18. FORCE MAJEURE Management may terminate this Agreement in the event the Conference facility is destroyed or damaged, or if it cancels the Conference due to any of the following causes: strike, lockout, injunction, pandemic, emergency, act of God, act of war, or any other cause beyond control of Event Management. In such event, Exhibitor agrees to waive any and all damages and claims for damages and acknowledges this Agreement may be canceled upon email notice to Exhibitor without liability.

- 19. CANCELATION AND REFUNDABILITY Exhibitor fees are nonrefundable. However, should health circumstances require the Conference to be rescheduled or cancelled, fee will be refunded in full or applied to the rescheduled event at NAHN's option. NAHN reserves the right to alter any package inclusions or benefits based on prevailing federal government, local government or venue policies or recommendations related to communicable disease outbreak including SARS-CoV-2 and any variants. NAHN intends to hold a face-to-face conference, barring federal or local guidance or restrictions. Exhibitor agrees to comply with procedures and policies NAHN may implement to protect the health and safety of all attendees.
- 20. ASSUMPTION OF RISK Exhibitor acknowledges the contagious nature of SARS-CoV-2 (COVID-19) and its variants, and voluntarily assumes the risk of exposure or infection by attending the Conference, and that such exposure or infection may result in personal injury, illness, permanent disability and death. Exhibitor understands that the risk of becoming exposed to or infected by SARS-CoV-2 (COVID-19) and its variants may result from the actions, omissions or negligence of others who may attend the event or their families, colleagues, or others with whom they may have contact. Accordingly, Exhibitor understands and agrees that this release includes any claims based on the actions, omissions, or negligence of NAHN, its chapters, employees, agents, and representatives, whether an infection from SARS-CoV-2 (COVID-19) and its variants occurs before, during or after participation in the event. Exhibitor assumes all risks and accepts sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability or expense, of any kind, attendee may experience or incur in connection with attending the event. Exhibitor hereby releases, covenants not to sue, discharges and holds harmless NAHN its chapters, employees, agents, and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.
- 21. MARKETING ACTIVITIES Recruiters may only participate in NAHN 2025 Events on behalf of approved exhibitor companies in designated exhibit spaces. Advertising materials may only be shared by approved exhibitors or advertisers within the designated exhibitor or advertisement area. NAHN has created a marketing free zone around the immediate vicinity of the hotel. Exhibitors are prohibited from all street marketing activities in this area which include: segways, street teams, decals or literature distribution, outdoor exhibit spaces, special displays, or distribute advertising materials to NAHN 2025 event attendees at the event venue outside of these permitted areas or approved purposes.
- 22. PAYMENT AND DELIVERABLES Exhibit spaces are not confirmed until payment is received. If paying by invoice, Exhibitors are required to pay 100% of all fees within 45 days of invoice receipt. If the Conference takes place within 45 days of invoice receipt, payment must be received prior to the Conference. Exhibitor agrees to abide by all the rules, requirements, restrictions, regulations, and deadlines as set forth by the National Association of Hispanic Nurses. Materials associated with marketing and promotional elements of the Exhibitor participation (logos, etc.) must be provided by posted due dates and in the format and specifications required.