

**2017 NFOC COMMUNICATIONS CONFERENCE**  
**EXHIBITOR TERMS AND CONDITIONS**

By registering to be an Exhibitor for the 2017 NFOC Event, you are agreeing to these Terms and Conditions which form a legally binding agreement between NFOC and the Exhibitor.

**1. Registering as an Exhibitor.**

All registrations must be completed online using the NFOC Registration Portal. Email confirmations will be sent by NFOC organizers within 3 business days to confirm the booth number. Specific booth spaces are to be reserved online and will be allocated on a first come, first served basis.

NFOC organizers reserve the right to deny registration to any party which in their own opinion, after committee review, does not fit within the scope of the industries represented at the 2017 NFOC Event.

**2. Booth Space.**

- a. Booth sizes are as follows:
  - Single Booth: 10' x 10'
  - Double Booth: 20' x 10'
  - Triple Booth: 30' x 10'
- b. Each booth includes drapery, electric, a table and two chairs, and two boxed lunches. Carpeting may be ordered separately through Northeast Decorating.

**3. Cost and Payment Terms.**

- a. Pricing.

<i>Single Booth</i>	\$550.00
<i>Double Booth</i>	\$900.00
<i>Triple Booth</i>	\$1,250.00
<i>10<sup>th</sup> Anniversary Premium Location Single Booth</i>	\$625.00
<i>10<sup>th</sup> Anniversary Premium Location Double Booth</i>	\$1,100.00

- b. Payment. Payment may be made online using the registration system via credit card.
- c. Additional Discounts. Exhibitors who have previously attended the NFOC Event who refer new exhibitors to NFOC in 2017 are eligible to receive a Referral Discount of \$100.00. This discount is up to the discretion of NFOC organizers to ensure that this is a brand new exhibitor and to ensure that this new exhibitor fits the scope of this Event. The new exhibitor must notify NFOC organizers who they were referred by to confirm a successful referral. The Referral Discount will be earned and provided to Exhibitor when the new exhibitor registers and payment is successfully made.

**4. Exhibitor Requirements.**

- a. Set Up On Time. Exhibitors must have their booth set up between the hours of 12pm and 3pm on September 12<sup>th</sup>. Exhibitors must be present in their booth ready to meet attendees at the start of the show at 4pm on September 12<sup>th</sup>.
- b. Staffing. Exhibitors must ensure that the booth is fully staffed (two exhibitors) and continually kept open through the day of the Event, that the walkways are kept clear, and that their booth is kept clean at all times.
- c. Closing booths prior to the end of the show is prohibited. Exhibitors must keep their booths open until the close of the Event. By registering for this Event, Exhibitors agree that they will be present at their booth until the close of the show at 1pm on September 13<sup>th</sup>.
- d. No Booth Sharing. Each Exhibitor must register for and staff their own individual booth. There will be no booth sharing allowed.
- e. Subleasing the Booth. Exhibitors shall not substitute or sublease booth space, except with prior written approval from NFOC organizers.
- f. Conduct Business Appropriately. Exhibitors must conduct business in an appropriate manner. It is the Exhibitor's responsibility to educate attendees about the industry/product/service they offer in a positive and professional manner. This also includes displaying appropriate posters and banners, utilizing applicable demonstrable aids, and being mindful that others are trying to effectively network and conduct business in neighboring booths as well.
- g. Responsible for their Own Property. Exhibitors are responsible for maintaining control and custody over their own property. The booth, materials, displays, and equipment must not be left unattended at any time. NFOC organizers are not responsible for any loss or damage to or theft of property belonging to the Exhibitor. Exhibitors shall purchase and maintain their own insurance coverage sufficient to insure against any possible liability.
- h. Transportation of Exhibit Displays. Exhibitors are responsible for arranging couriers and transportation of exhibit displays and equipment. Storage of equipment prior to the Event can be arranged through Northeast Decorating.

- i. Venue Compliance. Exhibitor must comply with the TSRC's regulations and policies at all times.
- j. Marketing Consent. Exhibitor consents to NFOC taking and using photographs, images, and any video footage of the Exhibitor, or the space during the Event for any NFOC marketing and promotional purposes. Exhibitor may also take photographs for its own promotional purposes so long as the Exhibitor does not infringe on NFOC's Intellectual Property rights it holds in connection with the Expo.

#### **5. Prohibited Conduct.**

"Suitcasing" is Prohibited. Exhibitors and attendees are prohibited from 'working the aisle' from a suitcase or briefcase, soliciting business from other attendees and exhibitors. To maintain the legitimacy of the Event, the only place business will be conducted during the Event is within an Exhibitor booth on the show floor, or in one of the reserved rooms along the side of the Event Center. Exhibitors are encouraged to report any violations to NFOC organizers. Attendees who are not registered exhibitors who are observed soliciting business in the aisles or other public spaces within and around the Event Center will be asked to leave immediately.

#### **6. No Attendance Guarantee.**

NFOC does not guarantee a certain number of attendees at the Event. NFOC is also not responsible for attendee traffic or lack of attendee traffic at a particular Exhibit.

#### **7. No Refunds.**

THERE ARE NO REFUNDS FOR CANCELLATIONS BY EXHIBITORS. IF AN EXHIBITOR CANCELS AT ANY TIME, FOR ANY REASON, THE EXHIBITOR WILL BE RESPONSIBLE FOR THE ENTIRE EXHIBITOR FEE.

#### **8. Indemnification.**

- a. Exhibitor agrees to indemnify, defend, and hold harmless NFOC, its affiliates, and their respective employees, directors, officers, and agents, from any and all liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) due to, arising from, or in connection with any third party claim, suit, judgment, or proceeding alleging i) any breach by Exhibitor; ii) any negligent or wrongful conduct committed by Exhibitor pursuant to or in performance of this Agreement; or iii) that any Exhibitor content or practice violates the intellectual property or proprietary rights of a third party, are defamatory, or violate any other judicial or administrative regulation.
- b. Exhibitor will not enter into any settlement that adversely affects NFOC's rights or interests without the prior written consent of NFOC.
- c. Exhibitor is liable for any damage caused to Event Center's property, including floors and walls, or to standard booth equipment, or to other exhibitor's property.

#### **9. Intellectual Property.**

NFOC owns all intellectual property rights in or relating to the NFOC Communications Conference, including all event specific banner and signage graphics and artwork developed for the Event, the Event descriptive phraseology, the Event website, the sponsorship videos, and the NFOC name. Exhibitor agrees to respect the validity and ownership of such rights and the goodwill attached to those rights. Exhibitor agrees they will not take any action that may put these rights in jeopardy. NFOC will allow Exhibitors to use the "NFOC" logo and the "Broadband Blvd." logo for their marketing purposes in furtherance of promoting the NFOC Event.

#### **10. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. NFOC and Exhibitor agree that the state courts of Oneida County, New York and the federal courts located in the Northern District of the State of New York shall have exclusive jurisdiction and venue to adjudicate any and all disputes arising out of or in connection with this Agreement.

#### **11. Amendments to Terms and Conditions.**

These Terms and Conditions may be amended at any time for any reason by NFOC with or without notice to Exhibitor, and all amendment so made shall be binding on Exhibitor.

**EXHIBITOR ACKNOWLEDGES AND AGREES** that by registering for the 2017 NFOC Communications Conference Event, they have read these Terms and Conditions and understand that this Agreement is legally binding between NFOC and Exhibitor.