

# 2011 NJEA TERMS, CONDITIONS, AND RULES

**1. AGREEMENT TO TERMS, CONDITIONS, AND RULES.** Exhibitor agrees to observe and abide by the Terms, Conditions, and Rules set forth herein and by such additional rules or amendments to the rules made by NJEA from time to time for the operation of the Show, including, but not limited to, those rules contained in the Exhibitors' Manual ("Exhibitor Manual"). NJEA shall have full and sole power to interpret all of such rules as it deems proper, and that NJEA's interpretation of such rules shall be final and binding.

**2. CANCELLATION OF PARTICIPATION.** Exhibitor may cancel either its participation in the Show or a portion of its exhibit space only upon written notification to NJEA and subject to the following schedule of liability.

A. Notification received by NJEA on or before September 9, 2011 Exhibitor shall be liable for one half of the total exhibit fee;

B. Notification received by NJEA after September 9, 2011 Exhibitor shall be liable for the total exhibit fee.

All such sums that are retained or are owing may be retained by NJEA, in its discretion, as liquidated damages. In addition, NJEA shall have the right, at its option, to instead pursue another 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, act of God or the public enemy or other cause beyond the control of NJEA, the Show or any part thereof is prevented from being held, is cancelled by NJEA, or the Exhibit Space becomes unavailable, NJEA, in its sole discretion, shall determine and refund to the Exhibitor its proportionate share of the balance of the agreeable exhibit fees received by NJEA which remains after deducting expenses incurred by NJEA in connection with the Show and reasonable compensation to NJEA, but in no case shall the amount of the refund to the Exhibitor exceed the amount of the exhibit fee paid by the Exhibitor.

**3. INDEMNITY RELEASE.** It is agreed that neither NJEA nor the Convention Center, nor any of their respective officers, agents, employees or representatives, shall be liable or responsible to the exhibitor for any damage, loss, or other harm incurred or suffered at the NJEA Convention, regardless of its cause or of fault, and that NJEA, the Convention Center, and all of their respective officers, agents, employees and representatives are hereby released by the exhibitor and by each exhibitor's respective officers, agents, employees, representatives and assigns from any such claims, and that any such claims are hereby expressly waived by the exhibitor and by the exhibitor's officers, agents, employees, representatives and assigns from any such claims, and that any such claims are hereby expressly waived by the exhibitor and by provision shall apply regardless of fault on the part of or by NJEA or the Convention Center, and on the part of or by their respective officers, agents employees, and representatives.

The Exhibitor agrees to indemnify, hold harmless, defend and protect both NJEA and the Convention Center, and their respective officers, agents, employees and other representatives, for and from any and all claims, suits, liability, damages, loss, costs, attorney fees, and expenses of any kind or nature resulting from or arising out of the participation of the exhibitor and any of the exhibitor's officers, agents, employees, representatives or assigns at the NJEA Convention, including but not limited to all claims for damages, loss, or harm asserted in legal actions or equitable actions, whether based on statute, common law, copyright infringement, patent infringement, unauthorized trademark use or any other cause or basis whatsoever.

**4. EXHIBIT CONSTRUCTION AND DESIGN SPECIFICATIONS.** All exhibit backgrounds must conform to the standard set by NJEA, which is as follows: No material along side rails may exceed 48" 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". If counter height is more than 48" and display is more than 48", you will be subject to an 18" recess. The NJEA Services Center will be exempt from this regulation. Exceptions to the instructions of height, length, and depth requirements must receive prior approval from NJEA. Request for such approval must be in writing and received by NJEA along with the application for booth space. The request should state the aspects of the exhibit that violate height, length, and depth restrictions.

**5. INSURANCE.** Exhibitors who desire insurance on their exhibits must place the same at their own expense. NJEA does not carry insurance of any sort on the exhibit or other property of the exhibitor, and as set forth in this contract, NJEA assumes no liability for loss or damage thereto from any cause.

**6. SHOW HOURS AND DATES.** Hours and dates for installing, showing and dismantling exhibits shall be those specified by NJEA in the Exhibitors' Manual. All exhibits must be open and staffed for business during exhibit hours, and no dismantling or packing may be started before the official close of the Show.

**7. LICENSING AND PROVISION OF EXHIBIT SPACE.** NJEA shall license the exhibit space for the period of the Show only, provided that the Convention Center is made available to NJEA. NJEA reserves the right to terminate its agreement with exhibitor, close the exhibitor's exhibit, and terminate the exhibitor's participation at the convention in its sole discretion for any reason whatsoever. In the event NJEA does so and the exhibitor refuses to immediately remove its property, NJEA may remove the exhibitor's property. In the event of such termination, all other provisions of this agreement shall apply, including but not limited to the waiver, release and hold harmless provisions, and NJEA's sole obligation shall be to refund the exhibitor's deposit, provided such refund is due.

**8. EXHIBITOR AND NJEA RESPONSIBILITIES; SHOW DIRECTORY.** Exhibitor shall exhibit only its own products or services for which it is the duly authorized representative and shall cause all such products/services exhibited by it to be listed in the official Show Directory. In addition, principal(s) and/or employee(s) of the Exhibitor must be present in the Exhibit Space at all times during the open hours of the Show. (Person staffing booth must be 18 years of age, or over). NJEA shall (a) supply Exhibitor with the Exhibitors' Manual, (b) supply Exhibitor with a uniform name sign, (c) register and give information to attendees and (d) publish, or cause to be published, an official Show Directory. NJEA shall not be responsible for errors or omissions in the Show Directory.

**9. SPACE ASSIGNMENT AND ATTENDEES.** Although NJEA will attempt to accommodate Exhibitor requests for specific exhibit space, no guarantees can be made that the Exhibitor will be assigned the specific exhibit space requested. Exhibitor acknowledges that he/she is not contracting for specific exhibit space, but rather for the right to participate as an Exhibitor at NJEA show. NJEA makes no representations or warranties with respect to the demographic nature and/or number of exhibitors and/or attendees. The method of determining space assignment shall be established by NJEA and may be changed from time to time without notice to exhibitors in order to accommodate what NJEA perceives as the best interest of the Exhibition. No rights or privileges are created for any exhibitor as a result of previous space assignments or years of participation in the Exhibition or other exhibitions produced by NJEA.

## 10. SALE OR TRANSFER OF EXHIBITOR'S BUSINESS.

In the event of the sale or transfer of a substantial portion of the assets of Exhibitor's business or of the controlling stock interest in Exhibitor's business, or in the event of a substantial change in management of the Exhibitor, NJEA may, at its option, terminate this Agreement. This rule does not limit NJEA's rights under any other provision of this agreement, including but not limited to the waiver, release, hold harmless, and termination provisions.

**11. DISPLAYS AND DECORATIONS.** Merchandise, signs, decorations, or display fixtures shall not be pasted, taped, nailed or tacked to walls. No exhibit, merchandise, equipment, trunks, cases or packing material shall be left in any aisle, but shall be confined to the Exhibit Space. No trunks, cases or packing materials shall be brought into or out of the Exhibit Space during exhibit hours. No signs, advertising devices or merchandise shall be displayed outside the Exhibit Space or project above or beyond limits of Exhibit Space.

**12. UNION LABOR.** Exhibitor must comply with all union regulations applicable to set-up, display and dismantling of its exhibit.

**13. FIRE RULES.** Exhibitor shall not pack merchandise in paper, straw, excelsior or any other flammable material. No cartons shall be stored in the Convention Center during the Show. Exhibitor shall use no flammable decorations or covering of display fixtures, and all fabrics or other material used for decorating or covering must be flameproofed by a method and with a compound approved by the Fire Department. The Exhibitor must file an affidavit with the Fire Department or have available for inspection on demand an affidavit in accordance with those flameproofing requirements described in the Exhibitors' Manual. Exhibitor must have permit from Fire Department for onsite cooking. No helium is allowed in Convention Center. Also, all projection machines must be in accordance with the requirements of the local Fire Department.

**14. OBSERVANCE OF LAWS AND RULES.** Exhibitor must comply with all laws, rules, regulations and ordinances of federal, state and local governmental authorities, and all rules of the Convention Center.

**15. EXHIBITOR CONDUCT.** A. Exhibitors are prohibited to imply NJEA endorsement of their products and services. Exhibitor and its representatives shall not congregate or solicit trade in the aisles. Exhibitors are not permitted to solicit or canvass other exhibitors for business opportunities in such a way that it would impede their principal objective to connect with members of NJEA. The prior written consent of NJEA is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Exhibits which include the operation of musical instruments, radios, talking motion picture equipment, public address systems, or any noise-making machines or instruments must be conducted and arranged so that the noise resulting therefrom will not annoy or disturb other exhibitors, persons viewing the same, or interfere with programming sponsored by the NJEA. Operators of such exhibits must secure approval of arrangements and operating methods before the exhibit opens. NJEA, in its sole discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity forthwith. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space. Exhibitor shall refrain from any action that will distract attendees from attendance at the Show during open hours. Exhibitor shall not enter into another exhibitor's space without invitation or when unattended. Neither Exhibitor nor any of its representative shall conduct themselves in a manner offensive to standards of decency or good taste. Each 10' x 10' exhibit space must be staffed at all times by a person 18 years of age or over, during the exhibit hours. Exhibitors are urged to send at least two representatives, so that booth coverage is maintained at all times. All exhibits must remain intact until 4:00 PM, Friday, the official closing hour. Failure to follow this rule will jeopardize the exhibitor's participation in future NJEA Conventions.

B. No person under eighteen (18) years of age shall be permitted on the convention floor to work with, work for, or to assist any exhibitor in relation to any exhibitor's booths or activities at the convention. In addition, no exhibitor, while working in, at, or near his or her exhibit on the convention floor, shall permit any person under eighteen (18) years of age in relation to whom the exhibitor has parental, supervisory or other authority over to be present on the convention floor.

**16. EXHIBITOR GIVEAWAYS.** Any exhibitors who offer giveaways from their booth or in any other approved location at the convention are required to make sure item(s) do not exceed the length or width of the official convention bag. The bag size is 22" x 14". Also the giveaway must not have any sharp edges. These requirements are established with the safety of all attendees in mind.

**17. DIRECT SALES.** Any exhibitor who intends to sell over-the-counter occasionally or otherwise will be assigned to Curriculum Sales or Marketplace area designated by NJEA. Exhibitors in all other areas will not be permitted to do any type of selling over-the-counter until Friday, 1:00 PM to 3:00 PM. Collection of NJ sales tax will be the responsibility of the exhibitor.

**18. PHOTOGRAPHS.** Other than photographs of Exhibitor's own exhibit space, no photographs of exhibit spaces or merchandise shall be taken without prior written consent of NJEA or the exhibitor involved.

**19. USE AND ASSIGNMENT OF EXHIBIT SPACE.** All demonstrations or other sales activities must be confined to the limits of the exhibit booth. Exhibitor mascots must confine themselves to the booth(s) they represent. This does not apply to the official NJEA mascots. No exhibitor shall assign, sublet, or share the space allotted without the knowledge and consent of the New Jersey Education Association. Exhibitor shall not assign or sublicense to a third party its rights hereunder to the Exhibit Space, or any portion thereof, without written consent of NJEA which NJEA may withhold in its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee or sublicensee and all its representatives.

The provisions of this paragraph shall not in any manner waive, limit or restrict the rights of NJEA, in its full and sole discretion, to interpret its rules in a final and binding manner as per Rule Number 1 herein. Nor shall this paragraph limit or restrict NJEA's right, in its sole discretion, to terminate the participation of any exhibitor at the convention as provided by Rules Numbers 1 and 5 herein.

**20. CLOSING OF EXHIBIT.** (a) If Exhibitor or one of its subsidiaries or affiliates is on strike, resulting in picketing or similar type of demonstration in or near the Convention Center, NJEA reserves the right to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space; (b) NJEA shall be entitled to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space at any time for failure by Exhibitor or its duly authorized assignee or any of its officers, agents, employees, or other representatives or assigns to perform, meet or observe any Term, Condition, or Rule set forth herein, and such Exhibitor shall not be entitled to a refund of any payment.

**21. FUTURE SHOWS.** It is understood and agreed that the exhibitor's participation at the 2011 NJEA Convention does not create any legal, equitable, contractual or other right for the exhibitor to participate in any future NJEA conventions or activities.

**22. AMERICANS WITH DISABILITIES ACT.** Convention Center shall be responsible for all accessibility requirements and labor accommodation requirements under the federal Americans with Disabilities Act ("ADA"). NJEA shall be responsible for those readily achievable, non-permanent accessibility requirements of the ADA which are applicable to NJEA if not otherwise provided by the Convention Center. The Exhibitor agrees that it will comply with any provisions of the ADA which are applicable to the Exhibitor.

**23. ARBITRATION.** Any controversies, claims, or disputes between the parties to this agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be held in the State of New Jersey, and the award rendered by the Arbitrator shall be final and binding, and may be appealed only on the grounds specified by N.J.S.A. 2A:24-7, 8, and 9. In addition, in any such arbitration, the Arbitrator shall be required to apply each and every provision of this agreement and of the NJEA Convention rules, and shall not limit, restrict or refuse to apply any of the provisions of this agreement. The term parties as used in this paragraph shall mean the parties to this contract, and also their officers, agents, employees, representatives and assigns. The controversies, claims, and disputes governed by this provision shall include all controversies, claims, and disputes arising out or related in any way to the provisions of this agreement, the breach or claimed breach of same, and to the exhibitor's participation at the NJEA Convention, regardless of whether the claim or dispute involves the breach, alleged breach of this agreement, or any other cause of action or claim, legal or equitable.

**24. JURISDICTION.** NJEA, the exhibitor, and all of their officers, employees, agents, representatives and assigns hereby consent that any arbitration hereunder shall be heard in New Jersey, NJEA, the exhibitor, and their respective officers, employees, agents, representatives and assigns also agree that the intent of this provision is that all controversies, claims, and disputes shall be resolved by arbitration to the extent permitted by law, but that if any action is initiated in a court, to the extent a court action is permitted by this contract, it must be filed in the Courts of the State of New Jersey, or in the United States District Court for New Jersey. Further, any process or notice of motion in connection therewith may be served by certified or register mail or personal service within or without the State of New Jersey, provided a reasonable time for appearance is allowed in accordance with the rules of the forum.

**25. MANAGEMENT'S LICENSE AGREEMENT WITH CONVENTION CENTER.** This Agreement is subject and subordinate in all respects to the License of Management, with the Convention Center and the rights of the Owner and/or Licensor thereunder, or any assignee thereof. The Exhibitor agrees to release and indemnify NJEA against any liability under the terms of said License arising from, created or caused by any act or default of the Exhibitor hereunder.

**26. GOVERNING LAW; AMENDMENTS.** This Agreement, having been executed in the State of New Jersey, shall be governed by and construed made enforced in accordance with the laws of the State of New Jersey as if it is an agreement made and to be performed entirely within such State. This Agreement may not be amended or modified except by a written communication by NJEA.