



AMERICA'S SBDC 2023 ANNUAL CONFERENCE EXHIBITOR RULES AND REGULATIONS

1. **EXPOSITION SPONSORSHIP AND MANAGEMENT.** This Trade Show is produced by and is the property of America's SBDC. America's SBDC will provide show management and attendance promotion.
2. **TURNKEY BOOTHS.** We are pleased to offer exhibitors turn-key booth space on the show floor. What this means for you is NO shipping fees, and NO drayage fees paid to a show decorator. You walk into your booth with your laptop and collateral, and you are ready for business. America's SBDC has built out your booth for you with your graphic panel, wireless Internet, electricity, a 30" round highboy, and 2 chairs.

Do not ship your own booth set-up to **the Gaylord Opryland Resort & Convention Center Nashville TN**. The only things you may wish to ship are your collateral materials (such as giveaways, brochures, or a monitor). If you ship materials to or from the conference hotel, please note that hotel receiving, and handling charges apply. (For more information about shipping, see #15 below.)

3. **CONTRACT FOR SPACE.** The order for booths, upon acceptance by America's SBDC, assignment of space, and the full payment of rental charges by the deadlines outlined, constitutes a contract for rental of the space assigned. This contract will not be binding upon America's SBDC in the event of strikes or other circumstances beyond America's SBDC's control. America's SBDC shall provide refunds in case of cancellation of the Event.
4. **ASSIGNMENT OF SPACE.** Space assignment will be determined and assigned on a first-come, first-serve basis. Booths will be assigned after submission of the completed exhibit space contract with full payment. Allocation of available space will be made based on the applicant's choice preferences.
5. **SHARING AND SUBLETTING.** Exhibitor agrees not to assign or sublet the whole or any portion of the rented space covered by this contract.
6. **PAYMENT FOR SPACE.** Exhibit space contract should be accompanied by full payment of total booth fees made payable to America's SBDC. Payment of any booth rental fee balance is due no later than **August 1, 2023**. America's SBDC reserves the right to cancel reserved exhibit space and to sell such space to another exhibitor without any rebate or allowances to the former exhibitor, after giving sufficient notice, if the full amount of the rental charge has not been received by this deadline date. Contracts submitted after **August 1, 2023**, MUST be accompanied with full payment. Access to the trade show floor is contingent upon booth rental charges being paid in full.

7. **CANCELLATION OR DOWNSIZING.** Upon providing written notice, an Exhibitor may cancel or downsize from the Exhibit subject to the following conditions and restrictions:
1. Written cancellations or downsize notifications received at America's SBDC on or before **August 1, 2023**, are eligible for a refund of the full amount of payment received, less a \$500 handling fee.
 2. If cancellation or downsizing occurs and written notice is received at America's SBDC after **August 1, 2023**, NO refund will be issued. In such a case, the Exhibitor becomes obligated to make immediate payment of any unpaid portion of the total cost of the assigned exhibit rental charge. Failure to do so may bar the Exhibitor from future America's SBDC Exhibits until the debt is paid. America's SBDC reserves the right to use the canceled/downsized space, including the sale of space to another exhibitor without any rebate or allowances to the canceled/downsized Exhibitor.
8. **TERMINATION OF EXHIBIT.** If the premises where the trade show is to be housed are destroyed or damaged, or the Trade Show fails to take place as scheduled or is relocated or interrupted and discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, or for any other reason, this contract may be terminated by America's SBDC. In the event of such termination, the Exhibitor waives any and all damages and claims for damages and agrees that the sole liability of America's SBDC shall be to return to each Exhibitor the Exhibitor's space payment received.
9. **OCCUPANCY OF SPACE.** All exhibits will be completed and in place by **10:00 a.m. on Wednesday, September 6, 2023**. The official opening of this year's trade show, to be published in the Official Service Manual, is set for Wednesday, September 6, 2023, at 5:15 p.m., with a Ribbon Cutting Ceremony. Full Exhibitor hours will be listed separately in the Service Kit and Program.
10. **CLOSING TIME.** The Official closing time for the trade show, to be published in the **Exhibitor Service Manual, is 10:00 a.m., Friday, September 8, 2023. Dismantling begins at 10:30 a.m.** Dismantling or packing exhibits prior to the official closing time is not permitted. Dismantling or packing exhibits during show hours is strictly prohibited.
11. **EXHIBITOR'S REPRESENTATIVE.** Each Exhibitor organization must name at least one person to be its official representative, with authorization to enter into such service contracts necessary for the installation and removal of exhibits and the provision of services, for which the Exhibitor will be responsible.
12. **COMPLIMENTARY CONFERENCE REGISTRATION.** Two (2) complimentary Conference registrations will be allowed for each exhibit booth rented. This entitles two (2) official exhibiting company representatives to attend all educational and General Session events. Exhibitor badges shall be restricted to full-time employees of exhibiting organizations or other authorized representatives of exhibiting firms approved by America's SBDC who are

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actually "staffing" the exhibit booth during published move-in, show open and/or move out hours. All exhibit personnel shall wear proper badge identification, as provided by America's

SBDC, prominently displayed for viewing by America's SBDC or the representatives of the official contractor for security, at all times. Badges are not transferable and those worn by other than the person to whom issued will be confiscated. Additional booth personnel may be registered either at the full conference rate of \$1125 or at a special exhibit booth only rate of \$350 per person. Only two additional "exhibit booth only" personnel are permitted per booth.

13. **SOLICITATION.** The aisles and all other spaces in the Trade Show floor shall be under the control of America's SBDC. All displays, interviews, conferences, distribution of literature, lectures or any other type of activity shall be conducted inside the space contracted for. Standing in aisles or in front of exhibit booths of other Exhibitors for advertising purposes is strictly prohibited. It is the sole responsibility of exhibitors who sell items for delivery on the show floor to collect and remit any city and state sales taxes.

SOLICITATION BY NON-EXHIBITORS. Persons connected with non-exhibiting concerns are prohibited from any dealing, exhibiting, or soliciting within the Trade Show Floor.

14. **CONFIDENTIALITY.** The parties acknowledge and agree that all terms and conditions of these Rules and Regulations, as well as any non-public information received by either party from the other party in any form (whether oral, written or otherwise), including, but not limited to, product information, marketing and promotional plans (collectively, "Confidential Information"), are strictly confidential, will be used only to fulfill the receiving party's obligations under these Rules and Regulations, and will not be disclosed by either party without the prior written consent of the disclosing party. The receiving party agrees to use reasonable care to maintain the confidentiality of the disclosing party's Confidential Information, provided that such care shall be at least as great as the precautions the receiving party takes to protect its own confidential information.

15. **LIABILITY AND INSURANCE.** Each party agrees to obtain and keep in effect during the Event a commercial general liability insurance policy with a combined single limit for personal injury and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Each party will provide certificate(s) of insurance confirming such coverage to the other party America's SBDC thirty (30) days prior to the move-in date. The parties agree at all times to protect, indemnify, defend and save and keep the other party harmless from any and all loss, cost, damage, liability, expense, arising out of gross negligence or willful misconduct of the other party to the extent caused by such party during the Trade Show.

Except for the indemnification and confidentiality obligations set forth in these Rules and Regulations, neither party shall be liable to the other for indirect, incidental, consequential, special, exemplary, multiple or punitive damages. If any party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover reasonable attorneys' fees and cost of suit.

America's SBDC will exercise reasonable care for the protection of Exhibitor's materials and displays. Exhibitors desiring to carry insurance on their exhibits will place it at their own expense. America's SBDC shall provide security service at the trade show entrance and floor during set-up and dismantle hours and during all non-show hours for the duration of the Trade Show. Exhibitor shall notify America's SBDC in writing not less than thirty (30) days

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prior to the move-in date if Exhibitor plans to utilize any independent contractor. Exhibitor agrees that independent contractors appointed by an Exhibitor shall agree in writing to abide

by all conditions of these Rules and Regulations as well as any additional rules, regulations and/or guidelines of the **Gaylord Opryland Resort & Convention Center Nashville TN**. Exhibitor shall provide proof of such agreement to America's SBDC prior to contractor set-up on the trade show floor.

1. **SHIPPING.** Do not ship your own booth set-up at the **Gaylord Opryland Resort & Convention Center Nashville TN**. The only things you may ship to the show are your collateral materials (such as giveaways, brochures, or a monitor). If you ship materials to or from a conference hotel, please note that hotel receiving, and handling charges apply. For more information about shipping to or from a conference hotel, contact the hotel where you are registered.
 2. **EXHIBIT LABOR.** In the Trade Show Area, employees of the trade show decorator will install and dismantle your turn-key booth for you. If you have any questions with the install or dismantling of your booth, please contact the trade show decorator. An exhibitor may remove material from their privately- owned passenger vehicle. Exhibitors may hand carry, in or out, their own equipment so long as they use designated entrance and said equipment is delivered to the booth solely by the exhibitor with a minimum number of trips.
 3. **FIREPROOFING.** In addition to those requirements cited specifically in this Paragraph, Nashville TN fire regulations must be followed by Exhibitors without exception. All fluids which are flammable, open flames, butane gas, oxygen tanks, etc., are not permitted. All packing containers, excelsior wrapping paper, which must be flameproof, are to be removed from the floor and must not be stored under tables, behind displays. Aisle areas and display areas exits must be free of obstructions. No obstruction shall be placed in any aisles, passageways, lobby or exits leading to any fire extinguishing appliances or emergency exits. Direct passageways leading to fire alarm, telephone communications or emergency exits must be maintained free of any obstruction.
 4. **SPACE AND POSTING RESTRICTIONS.** Exhibits must be confined to the exact space allocated. Circulars, publications, advertising matter, and all kinds of promotional giveaways may be distributed within booth space only. Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, walls, floors or other parts of the building or furniture, trade show floor, hall or America's SBDC contracted hotel(s). Signs, rails, etc., will not be permitted to intrude into or over aisles. No signs/banners may be hung or suspended from the ceiling.
16. **CHARACTER OF EXHIBITS.** America's SBDC reserves the right to judge the appropriateness of any exhibit and to decline to permit an Exhibitor to conduct or maintain an exhibit if, in the judgment of America's SBDC, said Exhibitor or exhibits or proposed exhibit shall, in any respect, be deemed unsuitable. This reservation relates to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any and all other things, without limitation, which might negatively affect the character of the Trade Show (See number 26, below). In the event that America's SBDC shall determine that the

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conduct of any Exhibitor or its employees, agents or servants is not in keeping with the character of the Trade Show, America's SBDC may, after providing reasonable notice and an opportunity to cure, terminate the contract for space entered into with said Exhibitor and, with or without process of law, remove Exhibitor, its employees, agents, servants, and all of the property of the Exhibitor from the space contracted for and from the Trade Show. In the event of such termination, no Exhibitor shall have any right or claim against America's SBDC or its Management on account of any action so taken. NO refund will be given. The determination of America's SBDC as to the suitability of any Exhibitor, exhibit or proposed exhibit as to whether any exhibit or the conduct of any person is in keeping with the character of the Trade Show shall, in each instance, be final. Sideshow tactics, scantily clad individuals or other undignified promotional methods will not be permitted. The use of live models, performers, and similar persons within the exhibit areas for product/service demonstrations, explanations, etc., must be approved in advance by America's SBDC. Exhibitors are asked to observe the "good neighbor" policy at all times. Exhibits should be conducted in a manner not to be reasonably objectionable or offensive to neighboring booths.

17. **TYPES OF EXHIBITS.** America's SBDC retains sole discretion and authority in the placement, arrangement, and appearance of all displays. All exhibits must conform to these regulations. Exhibits not in compliance must be brought into compliance prior to the end of exhibit set up. America's SBDC reserves the right to set at the Exhibitor's expense any booth(s) not in compliance after providing a reasonable notice to the Exhibitor.

SPECIAL NOTE: America's SBDC reserves the right to correct any display violations by having the Exhibitor alter, remove, or rearrange any or all the display so that it will comply with regulations. If the Exhibitor is not available to make such corrections, America's SBDC has the authority to make any and all necessary corrections.

18. **PROJECTION OF PICTURES.** Booth space must be able to contain within its outside measurements a reasonably sized audience if projected pictures (motion pictures, video, slides, transparencies, opaque materials, etc.) and demonstrations are shown in the booth. Any activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by America's SBDC.
19. **SOUND LEVELS.** Exhibitors operating sound reproducing equipment will be expected to keep the sound at reasonable volume, that of a normal speaking voice, in order to avoid disturbing other exhibitors. Public address systems, radio broadcasts, and other devices used only to attract attention by sound are prohibited. America's SBDC reserves the right to regulate and/or restrict sound and electricity of any Exhibitor who violates this rule.
20. **MISCELLANEOUS REGULATIONS.** The Exhibitor shall not foster or conduct outside activities which would take qualified attendees from Conference official functions and/or the Trade Show during scheduled hours. Use of meeting facilities or America's SBDC contracted hotels by exhibitors or organizations for sales or business meetings, or meal functions during the America's SBDC conference and exposition dates must be approved in advance by America's SBDC. Hospitality suites shall not be open during Trade Show hours or daytime Conference hours. No animals or pets are permitted inside the Trade Show Area as part of

advance. Static helium balloon displays are permitted only with the prior approval of the Convention Center, and a balloon waiver will need to be completed. Helium balloons may not be used as giveaways. Helium tank storage inside the Trade Show Area is prohibited. Painting of signs, exhibits or other objects is not permitted in the Trade Show Area. Food products or beverages are not to be distributed in any Exhibitor's booth unless detailed plans and arrangements for such distribution have received prior written approval of America's SBDC and the **Gaylord Opryland Resort & Convention Center Nashville TN**. Serving or distribution of alcoholic beverages by exhibitors or their representatives within any part of the exhibit hall is forbidden. Children under the age of 18 are not permitted on the Trade Show Floor during set-up or dismantle hours. During official show hours, children under 18 are permitted only when accompanied by and under the supervision of an adult. Parking on the loading dock or inside the exhibit hall is prohibited; violators' vehicles will be towed at owners' expense. Vehicles that remain in the exhibition hall as part of a display must have the battery cables disconnected. The gas tank must either be taped shut or have a lockable gas cap and must have the smallest amount of fuel (not more than 1/18th tank; enough to drive into the building and drive out safely). Vehicles may not be displayed without the prior written approval of the **Gaylord Opryland Resort & Convention Center, Fire Department and Nashville TN**.

21. **MUSIC LICENSING.** Exhibitors shall comply with all copyright restrictions applicable to exhibitors, including but not limited to, any music performance agreement between America's SBDC and ASCAP or BMI for meetings, conventions, trade shows and expositions. Exhibitors shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and, if applicable, be prepared to present America's SBDC with a copy of such license or grant no less than 30 days prior to the start of the Conference.
22. **TREATMENT OF ATTENDEES.** Exhibitor agrees to abide by America's SBDC Regulation #19 (see above) which, in conformity with applicable law, offers equal opportunity to all regardless of race, color, creed, religion, national origin, gender, marital status, physical or mental handicap, political affiliation, age, veteran status, sexual orientation, and other characteristics protected by law. America's SBDC reserves the right to remove any exhibit whose personnel discriminate against show attendees in any manner.
23. **GENERAL.** America's SBDC reserves the right to determine the eligibility of any Exhibitor. America's SBDC reserves sole control over admission policies. These Rules and Regulations are established for the mutual protection of America's SBDC and the Exhibitor. America's SBDC reserves the right to make such changes in the time schedule or in the general plan of the Trade Show as may be deemed by America's SBDC to be in the best interests of exhibitors and the Trade Show generally. All matters and questions not covered by these Rules and Regulations are subject to the decision of America's SBDC. All terms of the Contract will be enforced by America's SBDC.
24. **RESPONSIBILITY.** It is the responsibility of the exhibiting firm to be fully familiar with these Rules and Regulations and to see that each member of the firm attending the

Conference and Trade Show, whether as exhibit personnel or registrant, as well as the Exhibitor appointed Independent Contractor are familiar with the Rules and Regulations.

25. STANDARD ARBITRATION CLAUSE. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Arbitration will be held in the State of Virginia. This contract shall be deemed entered into in the State of Virginia and shall be interpreted according to the laws of the State of Virginia.

By signing below, you agree you have read and understand the rules and regulations that govern the America's SBDC 2023 Exhibit Hall

America's SBDC By:

NAME: Exhibitor/Company/Agency –

By:

Name: _____

Signature _____

Title: Date: _____

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