



## NHMA's 81st Annual Conference and Exhibition

### TERMS & CONDITIONS FOR SPONSORS AND EXHIBITORS

#### **COVID-19 Terms & Conditions (Please Read Prior to Registering)**

As we prepare for the 2022 Annual Conference, the safety and wellbeing of our members, sponsors and exhibitors is NHMA's top priority.

This year, NHMA continues to monitor the COVID-19 pandemic, and as we come closer to our event date, the Association may develop health and safety protocols based on the current public health conditions. We will work closely with the Doubletree by Hilton Downtown Manchester Hotel in developing a plan regarding health and safety protocols, if necessary, to comply with any local or state guidance in effect at the time of this event.

#### **IN-PERSON EXHIBITOR CONTRACT**

##### **1) Contract**

The following terms and conditions are incorporated by reference into the "Exhibitor Contract" and become binding upon acceptance of that contract between the applicant and its employees, and the New Hampshire Municipal Association (NHMA).

##### **2) Exhibit Booth Assignment**

Booth locations will be assigned at the sole discretion of the NHMA. Priority booth placement will be given to sponsors. Every effort will be made to accommodate the exhibitor's preference of location and layout may be changed depending on the final number of exhibitors. NHMA reserves the exclusive right based on its sole discretion to determine who will be permitted to use exhibit space and what space will be assigned to particular exhibitors.

##### **3) Exhibit Booth Specifications**

Exhibit booth spaces depicted on the exhibit area layout are not drawn to scale. Booths are laid out in approximately 8' (depth) x 10' (width) sections with one 6-foot table and two chairs. If additional exhibit spaces are required to accommodate demand for space, they will be added at the NHMA's discretion. Exhibitors may purchase additional booth furnishings and special services from the NHMA's exposition service, Capital Convention Contractors, who will contact each exhibitor prior to the show with a show service kit that features information and additional exhibit offerings, only if a signed contract has been submitted.

##### **4) Installation and Removal of Exhibit Booth**

###### **Exhibitor Move-In**

Tuesday, November 15, 2022

4:00 p.m.–7:00 p.m.

*or*

Wednesday, November 16, 2022

7:00 a.m.–9:30 a.m.

### **Exhibitor Move-Out**

Thursday, November 17, 2022

3:15 p.m.–5:00 p.m.

**NOTE:** No exhibitor will be allowed to break down an exhibit booth until the close of the show at 3:15 p.m. on Thursday. Any exhibitor who willfully dismantles a booth prior to closing time will be subject to a \$500.00 penalty at NHMA's discretion. Any material and/or setups left behind shall not be the responsibility of the NHMA or The Manchester Downtown Hotel and neither shall be held responsible for lost, stolen or damaged property.

### **5) Use of Booth Space**

Exhibitors shall reflect their company's highest standards of professionalism while maintaining and staffing their booths. Exhibit booths must be staffed during all times that the Exhibit Hall is officially open to attendees. No exhibitor shall assign, sublet or share booth space. An exhibitor who sublets or shares booth space in violation of these terms, agrees to pay the NHMA an amount equal to the exhibit booth cost for each of the additional exhibitors with whom the exhibitor shares space.

### **6) Unoccupied Booth Space**

The NHMA reserves the right, should any rented space remain unoccupied after the first hour of the show's opening, to rent or occupy said space.

### **7) Use of Organization Name**

Exhibitor agrees not to use the NHMA's name or logo in correspondence, publications, announcements or other written, visual or audio materials without obtaining in advance the express written approval of the NHMA, except to identify its participation in the show. Exhibitor also understands that with acceptance of the Exhibitor Contract the NHMA in no way implies endorsement of the vendor's products, equipment and/or services.

### **8) Payments**

All exhibitor booths **MUST** be paid for in advance of the show; no booth will be assigned unless payment has been received.

### **9) Shipments and Deliveries**

The Manchester Downtown Hotel is unable to receive or store exhibitor booths and materials prior to the show. If you need to ship your exhibit prior to the Conference, you will need to contact Capital Convention Contractors at 877.335.3700. A storage and delivery fee will be assessed when an exhibitor has not pre-arranged drayage service. This payment is due and payable to The Manchester Downtown Hotel prior to release of your packages.

### **10) Damage to Property**

- a) Nothing shall be nailed, stapled, taped or otherwise affixed to walls, floors or any part of the building without permission from The Manchester Downtown Hotel.

- b) No gasoline, kerosene, acetylene or other flammable or explosive substances will be permitted in the building.
- c) All pertinent fire codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety shall be strictly obeyed.
- d) Exhibitors agree not to sell, serve or give away any wine, beer, ale, liquor or other intoxicants in the exhibit area. A violation of this agreement will entitle The Manchester Downtown Hotel to close the exhibitor's display for the duration of the show.

### **11) Insurance and Liability**

The Manchester Downtown Hotel and the NHMA will not be responsible for the safety of exhibits, exhibitors or their employees against robbery, or damage by fire, accident or any other cause or injury of any character to any person or article. In all cases, exhibitors wishing to insure their goods must do so at their own expense. The exhibitor should pack small and valuable exhibit material away at night. Should any loss or theft occur, the cooperation of the exhibitor is requested in reporting it immediately to The Manchester Downtown Hotel and the NHMA. The exhibitor agrees to assume responsibility for damages to persons or property arising out of the use of the exhibit center space by the exhibitor due to its fault or fault attributable to it and shall hold harmless The Manchester Downtown Hotel and the NHMA for any claim so arising.

### **12) Exhibition Sales Policy**

In order to comply with IRS regulations regarding trade shows, it is necessary to request that you abide by the following clause: "The purpose of the NHMA Annual Conference is to provide an educational and informational experience for our delegates. In order to comply with IRS Ruling 75-716, sales may not be made, nor orders executed by exhibitors at any of the conference facilities. This does NOT prohibit selling in the sense of discussing your product or services with delegates; it merely states that the sale cannot be consummated, or an order made firm at the conference."

### **13) Cancellation of "In-Person" Conference by NHMA**

In the event that NHMA is prevented from holding the annual conference for whatever reason in NHMA's sole and absolute discretion, NHMA may terminate this contract at any time prior to the conference by giving written notice to exhibitor/sponsor.

## **VIRTUAL ONLY EXHIBITOR CONTRACT**

The following terms and conditions are incorporated by reference into the "Exhibitor/Sponsor Contract" and become binding upon acceptance of that contract between the applicant and its employees, and the New Hampshire Municipal Association (NHMA).

### **1. Highest Standards of Professionalism**

Exhibitor/sponsor shall reflect their company's highest standards of professionalism while maintaining and staffing their virtual booths. Virtual exhibit booths are preferred to be staffed during all times that the Exhibit Hall is officially open to attendees including breaks at 10:15 am, 11:30 am, 12:45 pm, and 2:00 pm on Wednesday and Thursday, November 16 and 17, 2022. No exhibitor shall assign, sublet or share booth space. An exhibitor who sublets or shares booth space in violation of these terms, agrees to pay the NHMA an amount equal to the exhibit booth cost for each of the additional exhibitors with whom the exhibitor shares space.

## **2. Character of Exhibit**

NHMA reserves the right to decline or prohibit any exhibit, part of an exhibit, or prohibit or restrict any activity or conduct within the virtual exhibit area which in the opinion of NHMA is not suitable or appropriate or is detrimental to NHMA, its members, or other exhibitors.

## **3. Use of Organization Name**

Exhibitor/sponsor agrees not to use the NHMA's name or logo in correspondence, publications, announcements or other written, visual or audio materials without obtaining in advance the express written approval of the NHMA, except to identify its participation in the show. Exhibitor/sponsor also understands that with acceptance of the Exhibitor Contract the NHMA in no way implies endorsement of the vendor's products, equipment and/or services.

## **4. Payments**

All exhibitor booths MUST be paid for in advance of the show; access to your booth will be denied unless payment has been received.

## **5. Cancellation**

Sponsorship may not be cancelled, and sponsors remain liable for the agreed upon payment. Sponsorship payment is nonrefundable except in the event of cancellation of the virtual conference by NHMA as provided in paragraph 6.

## **6. Cancellation of Virtual Conference by NHMA**

In the event that NHMA is prevented from holding the virtual conference for whatever reason in NHMA's sole and absolute discretion, NHMA may terminate this contract at any time prior to the virtual conference by giving written notice to exhibitor/sponsor.