



#NABJ23 Convention & Career Fair Rules and Regulations for Exhibitors

The National Association of Black Journalists hereinafter referred to as “NABJ” sponsor of the 2023 Convention & Career Fair.

1.) PAYMENT. Contract will not be processed or space assigned without the required payment.

2.) CANCELLATION OF CONTRACT. Exhibitor space contracts are not cancellable. Exhibitor is liable for all costs associated with the signed exhibit space contract. All sales are final. Exhibitor understands there are no refunds. However, the exhibitor is allowed to add additional space or exhibit space components under a separate standalone contract.

3.) COMPLIANCE WITH REGULATIONS. If an exhibitor fails to abide by the regulations of the convention as set forth, then the contract between NABJ and the exhibitor may be terminated solely at NABJ discretion. The exposition regulations constitute a portion of the contract between NABJ and the exhibitor. Therefore, any failure on the part of the exhibitor to comply with the regulations represents a default on, and termination of the contract at NABJ sole discretion. Should the contract be terminated in this manner, the exhibitor shall forfeit the amount paid for space rental, regardless of whether or not NABJ enters into a further lease of the space involved. Interpretation and application of the regulations are within the sole discretion of NABJ and decisions of NABJ are final.

4.) MAINTENANCE OF EXHIBITOR SENIORITY. Participation in the 2023 show is considered to be exclusive of any other NABJ-related events and therefore will not affect seniority status for other events or partnership opportunities.

5.) ELIGIBLE EXHIBITS. NABJ reserves the right to determine eligibility of any company or product to participate in the exposition. NABJ can refuse rental of exhibit space to any company whose display of goods or services is not, in the opinion of NABJ, compatible with the educational charter and objectives of the exposition or is otherwise inappropriate.

6.) ALLOCATION OF SPACE. Whenever possible, space assignments will be made by NABJ in keeping with the preference specified by the exhibitor. NABJ, however, reserves the right to make the final determination of all space assignments in the best interest of the exposition.

7.) SUBLETTING OF EXHIBIT SPACE. Exhibitors may not assign, sublet or share their exhibit space with another business or firm unless approval has been obtained in writing from NABJ. Exhibitors must show goods manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an exhibitor’s display, identification of such article shall be limited to the usual and regular nameplates, imprint or trademark under which same is sold in the general course of business.

8.) LIABILITY. NABJ, its members, the representatives and employees thereof will not be responsible for any injury, loss or damage that may occur to the exhibitor, exhibitor's employees, agents, contractors or property from any cause whatsoever, or which may be sustained by any person who may be on the premises leased to the exhibitor or watching, observing or participating in any demonstration or exhibit of the exhibitor, unless such injury, loss or damage is caused by the sole gross negligence or willful misconduct of NABJ. Exhibitor and exhibitor's contractors and its insurers will not subrogate against NABJ for theft of, loss of or damage to exhibitor's or exhibitor's contractors' property while in transit to, within, and in transit from the confines of the hall.

The exhibitor and exhibitor's contractors shall defend, indemnify and hold NABJ, its officers, members, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses (including attorney's fees) for injury (including death), property damage or other harm for which recovery of damage is sought that may arise out of or be occasioned by exhibitor's performance of the contract, breach of any of the terms or provisions of the contract, or by any other act or omission of exhibitor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole gross negligence of NABJ, its officers, members, agents or employees.

9.) INSURANCE. The exhibitor and exhibitor's contractors shall, at their sole cost and expense, procure and maintain through the term of this contract the following insurance:

a. Commercial General Liability Insurance against claims for bodily injury or death, property damage as well as personal and advertising injury occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and products liability coverage, with combined single limits of liability of not less than a combined total of \$1,000,000 per occurrence.

b. Workers Compensation insurance as required by statutory law and Employers Liability with limits not less than:

- Bodily injury by accident - \$100,000 each accident
- Bodily injury by disease - \$100,000 each employee
- Bodily injury by disease - \$500,000 policy limit

c. Commercial Auto Liability Insurance-limits of liability not less than \$1,000,000 combined single limit.

d. Exhibitors agree to and will not hold NABJ liable for any and all liabilities associated with pandemic.

Coverage for all required lines must be placed through a licensed carrier authorized to conduct business in the State in which the convention is being held. All carriers providing coverage must have an A.M. Best Rating of not less than A-, VII.

Exhibitor shall obtain and furnish to NABJ upon request a certificate of insurance evidencing the required coverage to NABJ and its agents, employees, assigns and successors as additional insureds to such coverage to be stated as primary without contribution from any other source. If the exhibitor uses a non-official contractor, it too must comply with the above coverage provisions. All property of the exhibitor and the exhibitor's contractors is understood to remain under its custody and control in transit to, within, and in transit from the confines of the hall.

10.) DISABILITY PROVISIONS. Exhibitors shall have sole responsibility for ensuring that their exhibit is in full compliance with the Americans with Disabilities Act and any regulations implemented by that Act.

11.) DAMAGE TO PROPERTY. The exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to another exhibitor's property or the Birmingham-Jefferson Convention Complex.

12.) LABOR. Exhibitors are required to observe all contracts in effect between service contractors and labor organizations.

13.) CONFLICTING EVENTS DURING SHOW HOURS. The exhibitors agree not to extend invitations, call meetings, hospitality events or otherwise encourage the absence of industry professionals from the exhibit hall and meeting rooms during the hours of all education and show activities without prior approval of NABJ. All requests for meeting rooms, hotel suites and special function rooms must be approved by NABJ. If an exhibitor cancels exhibit space, the opportunity to use any approved meeting rooms, hotel suites or special function rooms will be invalid.

14.) INSTALLATION. The start time for installation of exhibits is 9:00 AM CST local time, Tuesday, Aug. 1, 2023. No exhibits should arrive at the exhibit location earlier than this date. Exhibit displays must be fully set up and ready by 8:00 AM CST on Wednesday, Aug. 2, 2023. After that time, any unattended booths will be set up at the discretion of NABJ and all expenses will be charged to the exhibitor. In the best interest of the exposition, NABJ reserves the right to re-assign any un-set exhibit space after 5:00 PM CST on Wednesday, Aug. 2, 2023.

15.) EXPOSITION GUIDELINES. The guidelines have been adopted to ensure that each exhibitor can effectively use the assigned space without infringing on the rights of neighboring exhibits. No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Booth personnel, including demonstrators, hostesses and models, are required to confine their activities within the exhibitor's booth space. Apart from the specific display space for which an exhibiting company has contracted with NABJ, no part of the exhibit location and its grounds or public property may be used by any organization other than NABJ for display purposes.

a. Sound. Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighboring exhibitors.

b. Lighting. NABJ reserves the right to restrict the use of glaring lights or objectionable light effects. The use of flashing electric signs or lights is not permitted.

c. Attire. Professional business attire. If the exhibitor wishes to wear or display material using the convention brand, use of the brand must be pre-approved.

16.) ADMITTANCE DURING NON-SHOW HOURS. Booth personnel will not be permitted to enter the exhibit floor earlier than 7:00 AM CST on a scheduled show day, except on opening day, Aug. 2, 2023, where they can access the exhibit floor at 7:00 AM CST, and other personnel will not be permitted to remain on the exhibit floor after closing hour each evening, with the exception of Friday, Aug. 4, 2023. Exhibitors that require additional time must obtain permission in writing from show management prior to the show day.

17.) DISMANTLING. Exhibitor's displays must not be dismantled or packed in preparation for removal prior to the official closing time of 5:01 PM CST, Friday, Aug. 4, 2023. Every exhibit must be fully staffed and operational during the entire show. The deadline for the dismantling and removal of displays will be 11:59 PM CST, Friday, Aug. 4, 2023. At this time, all exhibit displays or materials left in the booths without instructions will be packed and shipped at the discretion of NABJ and all charges will be applied to the exhibitor.

18.) BADGES. Official show badges will be required for entry into the exhibit hall at all times. Badges are not transferable and those worn by other than the person to whom the badge is issued will be confiscated. Business cards are not to be used in badge holders. Exhibitors will be granted an allotment of two (2) full convention registrations per contracted exhibit space. Registration needed in excess of this allotment must be purchased at the published rate.

19.) FEDERAL COPYRIGHT RESTRICTIONS. Exhibitors agree to assume full responsibility with the federal copyright restrictions applicable to exhibitors, including but not limited to, any music performance agreement between NABJ and exhibitors for meeting, conventions, trade show and expositions. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and be prepared to present NABJ, with a copy of such license or grant no less the (30) days prior to the start of the exposition.

20.) ORDINANCES AND REGULATIONS. Each exhibitor is charged with knowledge of all ordinances, regulations, and fire laws pertaining to health, fire prevention and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor.

21.) EQUIPMENT POSITION WITHIN BOOTH. To ensure the safety of all show participants, all machinery and equipment shall be positioned so that no portion is closer than 12 inches from the aisle.

22.) RELOCATION OF EXHIBITS. NABJ reserves the right to alter the location of exhibit spaces, at its sole discretion, in the best interest of the exposition.

23.) PHOTOGRAPHY AND SKETCHING. Cameras may be carried in the exhibit area, but under no circumstances may photographs be taken without the expressed authority of the exhibitor concerned in each case. Sketching or drawing machinery or products on display is prohibited. NABJ reserve the right to record, document or photograph all components and participants in the exhibit hall.

24.) EXPO DEADLINES. Exhibitors agree to adhere to all published deadlines related to the production and promotion of the NABJ Career Fair and Exhibits.

25.) FAILURE TO HOLD SHOW. Should the exposition be canceled, postponed or abandoned, the limit of claim for damages and/or compensation by the exhibitor shall forfeit the amount already paid for the space for the specific event. Should the exposition be curtailed or abandoned in part, the limit of claim for damages and/or compensation by the exhibitor shall be that return of the prorated amount the exhibitor already paid for space for the canceled portion of this specific event. However, exhibitors will not be reimbursed if the exposition is canceled, postponed, curtailed or abandoned due to an act of war, act or threatened act of terrorism, insurrection or radioactive contamination or pandemic.

26.) AMENDMENT OF RULES. NABJ reserves the right to make changes, amendments and additions to these rules at any time, and all changes, amendments and additions so made shall be binding on the exhibitor

with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by NABJ.

Read and check all the boxes below.

I have read and understand the rules and regulations which govern the #NABJ23 Convention and Career Fair that are a part of this contract and agree to abide by said rules and regulations. I have read and fully understand the cancellation penalty clause that is a part of the rules and regulations referenced.

I understand the 2023 exhibitor booth dimensions are 10'x10'.

As a non-profit professional and educational organization, #NABJ23 greatly appreciates corporate and foundation support for its mission, goals, programs and activities. Acceptance by #NABJ23 of any financial or in-kind contribution from our partners or funders does not constitute an endorsement of their policies, products or services. It is understood and acknowledged there should be no expectation on the part of our partners or funders for any special treatment in news or media coverage which would be against journalism's ethical standards. Likewise, as we welcome input from our partners as we do from the community as a whole, #NABJ23 retains final approval of all topics of discussion, selection of panel experts, speakers and other aspects of creative and editorial control regarding branded events, workshops and panels.

COVID POLICY

Proof of updated and current COVID vaccination/boosters may be required for entry into any and all sessions. By registering, you agree to abide by all rules and requirements that may be in place now or later which includes during the convention. You understand that refusal to adhere to rules and requirements may lead to immediate expulsion with no refund for registration or any event and activation. You understand that rules are subject to change at NABJ's sole discretion.

NOTIFICATIONS AND DISCLAIMERS

As media-centric organizations, all NABJ events are subject to being photographed, video/audio-recorded, screen captured or live-streamed. Attendees, exhibitors, special guests, presenters, and partners of events may be captured via these formats. Full sessions and activities are subject to live-streaming and all such content is the sole property of NABJ to be used in any way NABJ determines to be appropriate.

In order to provide listed services and event access, NABJ may export your basic registration information to a secure convention vendor or partner (this includes name and email address but not financial or private information).