



2022 Annual Conference & Showplace Exhibitor Reservation Application Terms and Conditions of Exhibiting

Defined Terms:

Event:	2022 Annual Conference & Showplace
Hotel:	Marriott Marquis Houston
Exhibit Hall Location:	Texas F-H, Level 4
General Services Contractor:	Freeman
Parties to Be Named in Certificate of Insurance (COI):	NCSHA, Freeman, Marriott Marquis Houston, Houston Convention Center Hotels, Marriott International Inc., and Marriott Hotel Services Inc.
Booth Reservation Deadline:	Tuesday, September 20, 2022
Booth Cancellation Deadline:	Tuesday, September 20, 2022
Booth Set-Up Window:	Sunday, October 23, 2022, 10:30 a.m. – 1:00 p.m.
Booth Occupation Time:	Sunday, October 23, 2022, 2:00 p.m. – 5:00 p.m. Monday, October 24, 2022, 7:30 a.m. – 6:30 p.m.
Booth Break-Down Window:	Tuesday, October 25, 2022, 7:00 a.m. – 10:00 a.m.

Special Labor Requirements: Exhibitors should contract with the General Services Contractor (“GSC”) for skilled personnel to install and dismantle exhibits if tools or ladders are required.

THESE TERMS AND CONDITIONS (the “Terms”) govern your participation as an exhibitor at the Event listed above, which will be conducted by the National Council of State Housing Agencies (“NCSHA”). If you wish to participate as an exhibitor, you will first have to certify that you have read, understood, and agreed to these Terms. Such certification will function as your legal and binding electronic signature. If you choose to make this certification, these Terms will become binding both on you and on NCSHA, and both parties will be expected to abide by the Terms if any issues arise in connection with the Event. Throughout these Terms, the phrases “you” and “Exhibitor” will refer to the Exhibitor stating that the Exhibitor has read, understood, and agreed to be bound by these Terms.

Capitalized terms used in these Terms will have the meanings ascribed to them, either above in the list of defined terms or hereafter in the body of these Terms. Any matters not specifically addressed in this document are subject to the sole discretion of NCSHA.

1) Reservation of Exhibit Booths. The Exhibitor agrees to rent an exhibit booth at the Event. Booths will be reserved for a given Exhibitor on a first-come, first-served basis and upon full payment of the price associated with the booth (the “Exhibit Fee”). NCSHA reserves the right to approve all Exhibitor reservation applications and will refund monies paid for requests that are not accepted. The Exhibit Fee is due and payable upon submission of this application. A permanent exhibit booth location assignment is not made until NCSHA receives (a) full payment of the Exhibit Fee, and (b) a full and complete description of the Exhibitor’s products, materials, and services. Any misrepresentation with respect to the Exhibitor’s products, materials, or services may result in the immediate forfeiture of the Exhibitor’s ability to participate in the Event. Exhibit booth locations reserved but not paid for will be released if requested by another exhibitor presenting full payment. In every event, the Exhibit Fee must be paid on or before the Booth Cancellation Deadline. Any booth for which the applicable Exhibit Fee has not been paid as of the Booth Cancellation Deadline will be released.



2022 Annual Conference & Showplace Exhibitor Reservation Application Terms and Conditions of Exhibiting

- 2) Booth Cancellation Policy.** Should the Exhibitor notify NCSHA in writing of the Exhibitor's intent to cancel its booth application on or before the Booth Cancellation Deadline, NCSHA will issue the Exhibitor a refund equal to Seventy-Five Percent (75%) of the Exhibit Fee. NCSHA WILL NOT ISSUE ANY REFUND IN CONNECTION WITH ANY CANCELLATION RECEIVED AFTER THE BOOTH CANCELLATION DEADLINE.
- 3) Booth Location.** NCSHA will make reasonable efforts to assign the Exhibitor to the Exhibitor's preferred exhibit booth location. In the event the Exhibitor's chosen exhibit booth location is taken, NCSHA will assign the Exhibitor an alternative location based on availability. If the Exhibitor has identified other exhibitors you do not wish to be located near, NCSHA will make a reasonable effort to accommodate the Exhibitor's request, but no particular proximity to or distance from other exhibitors is guaranteed.
- 4) Booth Assignment.** Notwithstanding any other provision of these Terms, NCSHA has sole, absolute, and final say with respect to exhibit booth assignments and may change such assignments, upon notice to the Exhibitor, at any time and for any reason. Should NCSHA change an Exhibitor's booth assignment, and should such change result in the Exhibitor being placed in a booth priced at a cost different from the cost assessed to the Exhibitor based on the Exhibitor's initial booth choice, the Exhibitor may — at NCSHA's sole option — be refunded or charged the difference between the relative prices of the initial booth and the final booth, and the Exhibitor hereby agrees to pay any increased charge or accept any such discount pursuant to the Terms hereof within five (5) business days.
- 5) Use of Booth Space.** The Exhibitor may explain, show, and demonstrate products and/or services within the confines of their exhibit booth space. The Exhibitor may not sell products or services within the confines of their exhibit booth space. Samples and literature related to the products and/or services being exhibited may be distributed within the Exhibitor's assigned exhibit booth. The Exhibitor is not permitted to sublet or divide the exhibit booth space or display times. The Exhibitor's display boards and other materials may not be placed in such a manner as may — in NCSHA's sole and absolute discretion — interfere with other exhibits. The Exhibitor is authorized to use only the exhibit booth they have paid for and been assigned by NCSHA, which includes space inside the (approximately) 8-foot-deep by 10-foot-wide booth location, up to a height of approximately 8 feet. Any structure or projection (e.g., table, gobo projection, poster) that protrudes outside of or above the exhibit booth is prohibited, unless authorized by NCSHA in advance. Exhibitors who set up in aisle space or otherwise violate space restrictions communicated by NCSHA or the Hotel will be required to be in compliance prior to the start of the Event. NCSHA will have the sole right to resolve any disputes between Exhibitors with respect to booth location or displays and reserves the right to alter the location of any Exhibitor(s) at its sole and absolute discretion, any claims to which are hereby waived and released by the Exhibitor. Call Lisa Bowman or Kimberly Carr at NCSHA with questions or additional space requests. Additional costs may be incurred in connection with special accommodations.
- 6) Non-Compliance and Penalties.** NCSHA reserves the right to restrict, reject, prohibit, or eject any exhibit or Exhibitor, in whole or in part, that, because of noise, nuisance, safety hazard, or other prudent reason, is objectionable or poses, in NCSHA's sole and absolute opinion, an undue risk of loss or harm, economic or otherwise. IF AN EXHIBIT OR EXHIBITOR IS EJECTED FOR VIOLATION OF RULES OR REGULATIONS, NO RETURN OF ANY EXHIBIT FEE NOR ANY REFUND WILL BE MADE. Failure to comply with instructions given by NCSHA or the Hotel in connection with the Event or the subject matter of these Terms may result in forfeiture of future opportunities to exhibit in connection with NCSHA or NCSHA-related events.



2022 Annual Conference & Showplace Exhibitor Reservation Application Terms and Conditions of Exhibiting

- 7) **General Services Contractor.** NCSHA has selected the General Services Contractor (“GSC”) identified in the list of defined terms above as the general services contractor/decorator for the Event. This GSC will provide the Exhibitor with a link to its exhibitor service manual. The exhibitor service manual will answer a number of questions relating to Event logistics and includes forms relating to shipping, drayage, decorating, signage, furniture, ordering, and rental display. Please contact the GSC at the number provided regarding any questions relating to the exhibitor service manual. Exhibitors may not use decorating companies other than the GSC selected by NCSHA. In no event will NCSHA or the GSC be responsible for any item shipped directly to the Event site.
- 8) **Exhibitor-Appointed Contractor.** The GSC can be contracted to set up exhibit booth displays for exhibitors. If Exhibitor contracts with a third party for this service — i.e., an Exhibitor-Appointed Contractor (“EAC”) — the Exhibitor must provide to NCSHA at least ten (10) working days prior to the Booth Set-Up Window: (i) a written statement setting forth the identity and intended use of the EAC and (ii) a certificate of insurance from the EAC evidencing that it has in place (a) workers’ compensation insurance in the minimum amount required by state law; (b) evidence of commercial general liability insurance, in a minimum amount of One Million Dollars (\$1,000,000) covering all operations; and (c) automobile liability insurance in a minimum amount of One Million Dollars (\$1,000,000) covering all owned, hired, and non-owned vehicles. The policies for commercial general liability and automobile liability will name NCSHA, Marriott Marquis Houston, Houston Convention Center Hotels, Marriott International Inc., Marriott Hotel Services Inc., and Freeman as additional insureds for the Event covered by this Agreement.
- 9) **Set Up and Break Down.** The Exhibitor may begin setting up at the start of the published Set-Up Window. Any booth not occupied by the published Occupation Time may be reassigned or removed without refund. Break-down must be completed within the published Break-Down Window. **The Exhibitor agrees that it will not dismantle or pack any portion of their exhibit booth outside of the Break-Down Window without prior authorization from NCSHA. A fee of \$500 may be charged to an Exhibitor that breaks down their booth before 6:30 p.m. local time on Monday, October 24.**
- 10) **Parties’ Relationship; Labor Requirements.** The Exhibitor has no authority to enter into contracts or agreements on behalf of NCSHA. The Exhibitor is not an employee, servant, agent, partner, franchisee, or joint adventurer as to NCSHA. The Exhibitor agrees to abide by all applicable labor laws, rules, regulations, and requirements, including those Special Labor Requirements listed above.
- 11) **Advertisements.**
- a) **Generation.** NCSHA will have absolute discretion regarding the nature and manner of any advertisement’s appearance. Position specifications stipulated on insertion orders with respect to a given advertisement will be treated as requests only and will not be binding on the publication. NEITHER NCSHA NOR ITS PUBLISHER WILL BE LIABLE FOR ANY COSTS OR DAMAGES IF, FOR ANY REASON, NCSHA FAILS OR DECIDES NOT TO PUBLISH A GIVEN ADVERTISEMENT. IN NO EVENT WILL NCSHA’S LIABILITY FOR ANY CLAIM RELATING TO ANY EXHIBITOR ADVERTISEMENT EXCEED THE COST ACTUALLY RECEIVED BY NCSHA FROM THE EXHIBITOR IN CONNECTION WITH THE ADVERTISEMENT AT ISSUE. The Exhibitor will pay charges for advertising published at its direction. Rates, conditions, and space units relating to advertisements are subject to change without notice.



2022 Annual Conference & Showplace Exhibitor Reservation Application Terms and Conditions of Exhibiting

- b) **Content.** If the Exhibitor chooses to advertise in connection with the Event, the Exhibitor acknowledges and agrees as follows: NCSHA endorses equal employment opportunity practices and accepts only ads that are not discriminatory on the basis of race, color, sex, religion, age, national origin, sexual orientation, physical handicap, or any other characteristic protected by applicable law. NCSHA reserves the right to refuse, reject, or cancel any ad for any reason at any time without liability, even if such ad had been previously acknowledged or accepted. Acceptance of an ad does not imply NCSHA's endorsement of the product or service advertised. NCSHA is not responsible for any claims made in an ad. NCSHA assumes no responsibility for lost or damaged art or other material supplied by an Exhibitor.
- c) **Authorization.** Exhibitors assume responsibility for all material and all content of advertisements printed and/or provided to NCSHA. By providing material for use in connection with the Event or with NCSHA, the Exhibitor represents that it is fully authorized and/or licensed to publish the entire content and subject matter of the same, including, but not limited to, any (i) names, portraits, and/or pictures of living persons; (ii) copyrighted or copyrightable material; (iii) testimonials encompassed or contained within any advertisements submitted to and published by NCSHA. The Exhibitor hereby agrees to indemnify and hold NCSHA harmless against any and all losses, liabilities, damages, and expenses of any nature arising out of the submission, use, copying, printing, or publishing of material submitted by an Exhibitor — including, without limitation, any and all attorneys' fees resulting from claims or suits for libel, violation of rights or privacy, plagiarism, or copyright and trademark infringement.

12) Liability and Indemnification. The Exhibitor will be fully responsible for payment of any and all amounts relating to damages to property owned by the Hotel, its owners, or its managers, resulting from or arising out of any act or omission of the Exhibitor. The Exhibitor agrees to defend, indemnify, and hold harmless NCSHA, the Hotel, and all parents, owners, officers, directors, agents, employees, subsidiaries, and affiliates of NCSHA and the Hotel, from and against any and all claims, causes of action, damages, or charges resulting from or arising out of Exhibitor's use of the Hotel's property — including, but not limited to, installation, removal, maintenance, occupancy or use of the exhibition premises or any part thereof — and excluding only such liability caused by the sole gross negligence of NCSHA or the Hotel, its employees, or its agents. The Exhibitor assumes the entire responsibility and liability for losses, damages, injury, and claims arising out of the Exhibitor's activities on any and all Event premises (including the Hotel) and will indemnify, defend, and hold harmless NCSHA, the Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

13) Insurance. The Exhibitor has the responsibility of purchasing insurance to cover the Exhibitor's materials and merchandise during transit to and from the Event site and while such materials and merchandise are at the Event site. Exhibitor will obtain and keep in force during the term of transit and of installation and of use of the Event premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit Agreement, in an amount not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate coverage for personal injury and property damage. NCSHA, Freeman, Marriott Marquis Houston, Houston Convention Center Hotels, Marriott International Inc., and Marriott Hotel Services Inc. will be named in such policies as additional insureds, and the Exhibitor will provide as proof a certificate of insurance to NCSHA at least ten (10) working days prior to the Booth Set-Up Window. IN ADDITION, THE EXHIBITOR ACKNOWLEDGES THAT NEITHER NCSHA NOR THE HOTEL ARE REQUIRED TO MAINTAIN INSURANCE COVERING EXHIBITOR'S PROPERTY, AND THAT IT IS THE SOLE RESPONSIBILITY OF THE EXHIBITOR TO OBTAIN BUSINESS INTERRUPTION AND PROPERTY DAMAGE INSURANCE INSURING ANY LOSSES BY THE EXHIBITOR.



**2022 Annual Conference & Showplace
Exhibitor Reservation Application
Terms and Conditions of Exhibiting**

- 14) Termination.** NCSHA may terminate these Terms as to the Exhibitor either (a) upon thirty (30) days' written notice for any or no reason, or (b) immediately, for the Exhibitor's material breach of these Terms. Except for termination due to force majeure or for cause, NCSHA shall refund any fees received from the Exhibitor within fifteen (15) business days.
- 15) Force Majeure.** In the event the Hotel or the Event premises (including the Hotel) are destroyed or damaged, or if the Event does not take place as scheduled, is interrupted, is discontinued, or if access is prevented due to strike, lockout, injunction, emergency, act of God, act of war, terrorism, serious threat of terrorism, or any other cause beyond NCSHA's control — or if such circumstances result in Twenty-Five Percent (25%) of conference attendees being unable to travel to the Event— then NCSHA may terminate any of its obligations arising under these Terms without any liability to the Exhibitor other than the return of any fees received from the Exhibitor pursuant to these Terms.
- 16) Dispute Resolution.** Any action relating to or arising out of these Terms will be governed by the law of the District of Columbia, and exclusive jurisdiction and venue for any such action will lie in state or federal courts located in Washington, D.C., and such actions will be tried solely by such courts. EACH PARTY WAIVES ANY TRIAL BY JURY WITH REGARD HERETO. NEITHER PARTY WILL BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH REGARD TO THE SUBJECT MATTER OF THESE TERMS. If NCSHA should be required to commence any action or proceeding in order to enforce any of the Terms hereof or recover any fees or charges due hereunder, NCSHA will be entitled to recovery of its attorneys' fees and costs from the Exhibitor hereto. All rights and remedies hereunder will be cumulative, and any exercise of any right or remedy hereunder will not waive or release any others that might apply.
- 17) Full Power and Authority.** By submitting this application and agreeing to these Terms, the Party acting on behalf of the Exhibitor represents that s/he has full power and authority to agree to these Terms and to bind the Exhibitor hereto as its authorized representative.
- 18) Parties Bound; Assignment.** This Agreement will be binding on and inure to the benefit of the parties and their legal representatives, heirs, legatees, successors, and assignees. The Exhibitor may not assign any of its rights under this Agreement to any third party without the express written permission of NCSHA.
- 19) Notice.** Any notice, request, instruction, or other document to be given hereunder by any party hereto to any other party will be in writing and will be sufficiently given if delivered in person, sent by telecopy or telefax or electronic mail, sent by internationally recognized overnight courier service, or sent by registered or certified mail, postage prepaid, at the last known address of the Exhibitor or the addresses set forth on NCSHA's website (<https://www.ncsha.org/>), or at such other address for a party as will be specified by like notice.
- 20) Amendment; No Waiver.** This Agreement may be modified only by means of a writing signed by both parties. No waiver of any provision of this Agreement or of a breach thereof will be effective unless expressed in a writing signed by the waiving party. The waiver by any party of any of the provisions of this Agreement or of a breach thereof will not operate or be construed as a waiver or breach of any other provision.
- 21) Severability.** If any provision of this Agreement or the application thereof will for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and application of such provision to other circumstances, will remain in effect and be interpreted so as best to reasonably effect the parties' intent.



**2022 Annual Conference & Showplace
Exhibitor Reservation Application
Terms and Conditions of Exhibiting**

22) Survival. The parties agree that all provisions of this Agreement that should, by their nature, survive termination of this Agreement will survive termination of this Agreement.

23) Integration. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes any and all prior written or oral understandings, negotiations, and agreements with respect to the subject matter hereof.