

# 2022 NVAR REALTOR® Ignite Exhibitor Terms & Conditions

## 1) Definitions

The word "Association" shall mean the Northern Virginia Association of REALTORS® Inc., except that in Section 4 below (Limits of Liability: Indemnification) the word "Association" shall mean not only the Northern Virginia Association of REALTORS®, Inc. but also its officers, directors, committees, members, employees or agents acting on behalf of the Association. The word "Exhibitor" shall mean the applicant on the Application to which these Terms and Conditions are attached. The word "Conference" shall mean the October 11, 2022 NVAR REALTORS® Ignite. The word "Facility" shall mean the Northern Virginia Community College in Annandale, Virginia. The word "Terms" shall mean the Exhibitor Terms and Conditions included herein.

## 2) Agreement

Exhibitor for itself and its employees agrees to abide by these Terms and by amendments or additions that may be established by the Association.

## 3) Amendments

Any and all matters or questions not specifically covered by Terms shall be subject solely to and may be amended at any time by the Association, provided such amendment(s) shall not operate to substantially diminish rights now reserved to Exhibitor pursuant to existing contract, nor increase the liability of Exhibitor. All amendments made shall be binding on Exhibitor equally with existing rules and regulations.

## 4) Limitations of Liability: Indemnification

Exhibitor and its assignees releases from liability any and all claims against the Association resulting from Exhibitor's occupancy of exhibit premises, or any action/inaction of the Association related to the REALTOR® Ignite, including but not limited to: loss, theft, damage, destruction, delay or non-delivery of goods, display material and other effects; injury to Exhibitor representatives or guests while at Facility; damages to Exhibitor's business due to failure to provide space for the exhibit and removal, or to hold the REALTOR® Ignite events as scheduled.

In the event that Association cancels the REALTOR® Ignite or Exhibitor's participation in instances not in default of Terms, Exhibitor has the right as its sole remedy to prompt return of any booth space payment(s) made to the Association.

Exhibitor agrees to hold the Association harmless from any damages, loss, liability, claim or expense (including legal fees) in conjunction with (a) the violation of any law or ordinance by Exhibitor's representatives and guests (b) Failure of same to comply with Terms and applicable amendments.

The Association does not assume responsibility for damage, loss, theft, or moving costs incurred by Exhibitor, and does not relieve Exhibitor from obligation of full payment and participation in the Trade Show.

## 5) Rejected Displays

A) The Association determines eligibility of any company or product for exhibit and may forbid installation, remove or discontinue any Exhibitor, product or promotion that is not in keeping with the spirit and mission of the Association.

B) Questionable conduct or infractions of Terms (including subleasing without permission) will subject Exhibitor, personnel, or guests to dismissal from Trade Show without refund or appeal for redress at the sole discretion of the Association.

C) The Association reserves the right to refuse Exhibitor from participation in any future events.

## 6) Installation/Dismantle

If reserved space is not occupied and set up by the Exhibitor by commencement of the REALTOR® Ignite, such space will be considered cancelled and abandoned. The Association reserves the right to utilize or reassign Exhibitor space as it may see fit. Exhibitor agrees that in default in payment or in Terms, Association shall be entitled to recover all monies owed, to include costs of collection and/or legal fees.

**A fine will be levied equal to 50% of the booth fee for any Exhibitor that begins to tear down his/her booth prior to 7 p.m.**

Please make arrangements in advance.

## 7) Third Party Contractors/Exhibit Services

The use of any independent contractor must be requested in writing in advance to the Association and include certificate of insurance. Electrical, phone, Internet, and audiovisual services must be coordinated through Facility.

## 8) Requests for Cancellation

Cancellation must be in writing. Refunds will be made according to the following deadlines: 50% refund of exhibit fee August 15 - September 1, 2022. No refunds will be made after September 1, 2022.

## 9) Sub-Leasing

Exhibitor may not sub-let any portion of space to any non-exhibiting company or representatives, nor allow marketing materials, giveaways or related items from any non-exhibiting company within the confines of Exhibitor booth space. The Association staff must approve any instances within question. The Association reserves the right to request removal of above from booth space.

## 10) Attendance

The Association shall have sole authority over admission policies and makes no warranty or guaranty concerning the number or characteristics of attendees. Exhibitor must staff booth space during entire REALTOR® Ignite. If circumstances arise where Exhibitor personnel must leave the premises, Association must be notified, and alternate arrangements for staffing and dismantle must be made.

## 11) Fire and Safety Regulations

Exhibitors will not bring or utilize any substance that will increase fire hazard or insurance rate at Facility. All exhibit and booth materials must comply with Federal and local Fire laws, Insurance Underwriter and Facility Safety Regulations, and must be flame proof. In addition, all electrical work and wiring must be approved and installed in accordance with Facility and local regulations.

## 12) Signage and Booth Materials

Should any sign or material in Exhibitor's booth be deemed contrary to the best interests of the Association, the Exhibitor will be required to make necessary adjustments at the sole discretion of the Association. No easels are permitted.

## 13) Solicitation/Distribution

Exhibitor shall not solicit business, distribute materials, or demonstrate outside assigned booth space. Distribution of materials or merchandise must be submitted in writing and approved by the Association prior to the REALTOR® Ignite. Displays and demonstrations in any other area(s) of the Facility are forbidden, unless the Association has made specific arrangements in advance.

## 14) Taxes and Fines

Exhibitor shall pay (or reimburse the Association if it shall have to pay) in a timely manner all taxes, fines, or penalties resulting from the Exhibitor's rental or occupancy of exhibit space, display of merchandise, taking of orders or related show activities, no matter how designated or levied.

## 15) Audio and Video

No audio or video may be played, performed, taped or otherwise broadcast in conjunction with Exhibitor's booth space without written consent of the Association, which may be revoked at any time. Exhibitor must provide evidence of any licenses or necessary paperwork required. Exhibitors with audible electric sound motion pictures; microphones or devices must comply with Association requests to adjust audio level. Any audio or video will be discontinued at any time if Association deems inappropriate or distracting to the REALTOR® Ignite or other exhibiting companies.

## 16) Facility Compliance

Exhibitor must comply fully with all rules as set forth and amended by the Facility. Nothing shall be affixed or applied in any manner to Facility property. Any costs or liability incurred will be at the expense of the Exhibitor.

## 17) Authorized Personnel

All matters pertaining to the REALTOR® Ignite, Terms, booth assignments, payments, cancellations, distribution approval, or any related matters must be addressed with the Association staff. Only authorized personnel may grant final approval of requests or make Trade Show related agreements and decisions.