

# 2021-22 FCCLA Exhibit Rules and Regulations

## THE FCCLA MISSION AND PURPOSES

The Parties acknowledge that the nonprofit mission of FCCLA encompasses the goals of engaging high school students involved in Family and Consumer Sciences education to promote their personal growth, character development, and leadership abilities. FCCLA is dedicated to providing them with appropriate learning environments for their development.

The National Fall Conference and National Leadership Conference are sponsored by and shall, at all times, be conducted under the direction of FCCLA. FCCLA, through its Board of Directors, shall have full power in its discretion to interpret and enforce all Exhibit Rules and Regulations contained herein. FCCLA reserves the right in its discretion to deny the right to exhibit, to restrict access to, or to remove any exhibit(s) and/or exhibitor(s) from the conference and exhibit areas for any infraction or non-compliance with these Exhibit Rules and Regulations. FCCLA also reserves the right to locate or relocate an exhibitor's booth space based on the exhibitor's priority points, type of display and overall space demands. FCCLA will, however, use its best efforts to honor an exhibitor's preferences.

## ELIGIBILITY

- FCCLA reserves the right to determine or verify eligibility of Exhibitor for inclusion in the event prior to, or after, submission of the Exhibiting and Sponsorship Agreement. FCCLA will determine the appropriateness of products to be exhibited by their distinctive characteristics or performance capability. FCCLA also reserves the right to prohibit display or advertisement of products at any time if display or advertisement of such products would not meet conference objectives or would cause Exhibitor to be in violation of these Exhibitor Rules & Regulations.
- **Non-Exhibiting Company Products or Services.** Exhibitor may not display products or signage in their booth from eligible non-exhibiting companies unless approved in writing by FCCLA and/or media activities of non-exhibiting companies are prohibited at the conference(s).

## REGISTRATION, FEES, PAYMENTS

- Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed full earned and non-refundable at the time of payment.
- **Registration.** Registration for exhibit space shall be subject to the approval of FCCLA, and FCCLA reserves the right to reject applications with or without cause if FCCLA determines the rejection is in the best interest of the organization. FCCLA will contact Exhibitor if FCCLA finds issues with the ability for the exhibitor to facilitate its exhibit space. Upon acceptance of the registration by FCCLA, its contents, as modified if applicable, shall become a legally binding agreement for exhibit space between the purchasing organization and FCCLA, subject to the terms and conditions herein. The purchasing organization agrees to accept and, when requested, to promptly respond to exhibiting information sent by FCCLA via e-mail or any other method of communication.
- **Exhibit Fees.** The cost for exhibit space is dependent on the sponsorship level, booth type, and booth amenities. Exhibitor must be fully paid on all money owed to FCCLA, its partners and subsidiaries, including sponsorship, and advertising no less than 30 days prior to the event.
- **Payment Schedule.** Payments may be made by credit card, wire transfer or check (U.S. bank only). Checks must be made payable to FCCLA and mailed to 1910 Association Drive Reston, Virginia 20191. Unless otherwise agreed upon by FCCLA, in its sole discretion, the purchasing organization has the following options for payment of their booth space and/or sponsorship package:
  1. Payment Option 1: 100% deposit submitted upon receipt of application approval by business check, money order or wire transfer to FCCLA's bank.
  2. Payment Option 2: 100% deposit submitted upon receipt of application approval by credit card.
- **Amendments to the Exhibit Space Agreement.** It is understood and agreed that any changes or modifications to the selected sponsorship package and/or individual add-on options following the initial registration submission shall be considered accepted and approved by FCCLA if notification is provided by purchasing organization to, and received by, FCCLA by any form of written communication and notification of FCCLA approval is sent back to purchasing organization by any form of written communication. Changes may include, but not be limited to, modifications to the booth size, package benefits, or payment terms by the purchasing organization. FCCLA shall consider email by and to the purchasing organization as acceptance of such changes, and thereby modify the exhibit fees due from the purchasing organization pursuant thereto. If any changes to the registration or selected package increase the fees due to FCCLA for the booth, FCCLA will provide said exhibitor with an updated invoice outlining the charges. Changes initiated by FCCLA to purchasing company's exhibit space shall be communicated in writing to the email address provided by the purchasing company on the registration form, and all such communications will be interpreted as read and accepted unless the contact listed on the registration form objects in writing to FCCLA within five (5) business days.
- At its discretion, if at any time FCCLA deems an exhibit, or an exhibit's contents objectionable, FCCLA reserves the right to remove and/or cancel the exhibit space or any portion thereof at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, products or any item of poor character, which, in the sole judgment of FCCLA, is detrimental to or unsuitable for the event or jeopardizes the event's safe operations. This right may be exercised by FCCLA at any time, regardless of whether it is before the event or during the event. In the event the right is exercised during the conference(s), FCCLA shall not be liable for refund of exhibit space rental fees, exhibit equipment rental fees or any other expense incurred by reason of FCCLA's removal of objectionable contents or cancellation of the exhibit space or any portion thereof. Exhibitor hereby expressly waives any and all rights and claims, actions and demands for damages, costs and expenses, including without limitation, legal fees, lost profits, and costs of goods sold, against the conference(s) location, FCCLA, their directors, officers, agents, employees and/or servants for such removal and/or cancellation.

## CANCELLATION

- Should the Exhibitor be unable to occupy and use the booth space contracted, FCCLA must be notified immediately in writing. If the Exhibitor submits the cancellation notice 30 days or more before the event, FCCLA will retain fifty (50) percent of the total booth cost. If the Exhibitor submits the cancellation less than 30 days before the event, the Exhibitor is responsible for payment of the total booth cost. FCCLA reserves the right to resell, reassign, or utilize the booth space cancelled by the Exhibitor.
- In the event that an exhibitor is prevented from traveling due to travel restrictions enacted by any government due to COVID-19, the exhibitor shall have the right to request a deferment to the 2022-2023 fiscal year or a refund equal to the cost to exhibit.

## OPERATION AND CONDUCT

- **Exhibit Personnel; Conduct.**
  1. Attendants, models, and other employees and representatives of Exhibitor must confine their activities to the exhibit space.
  2. Booths must be staffed or have notification of return time during all conference exhibit hours. Exhibitors with booths that are not staffed during exhibit hours could be subject to loss of credentials for future conferences and loss of other conference privileges as determined by FCCLA.
  3. Exhibitor shall not photograph or record video another exhibitor or product of another exhibitor unless such photography or videography is approved in writing by the other exhibitor or FCCLA.
  4. Exhibitor may not harass or antagonize another party or attendee.
  5. No area of the FCCLA event location shall be used for any improper, immoral, illegal or objectionable purpose.
  6. No exhibitor / vendor retail sales are permitted at the FCCLA event unless approved in writing by FCCLA personnel.
  7. Marketing and promotional activity is permitted only in the exhibit booths.
  8. Exhibitors are required to comply with FCCLA non-discrimination policy:
    - *FCCLA does not discriminate based on race, color, sex, sexual orientation, creed, religion, age, national origin, handicap or disability, marital status, veteran status, citizenship status or any other attribute or characteristic protected by law.*
- Exhibitors are required to comply with the FCCLA meeting venue rules regarding construction/ assembly of their booths and to use only contractors authorized by the venue.
- All Exhibitor personnel and their contractors must wear appropriate apparel when participating in the conference(s). This requirement prohibits, among other items, bathing suits, thongs, lingerie, excessively short skirts, painted bodies and transparent apparel. FCCLA reserves the right to make determinations on appropriate apparel. Business or business casual attire is required for exhibit personnel. Exhibitors who are uncertain with regard to compliance with the appropriate apparel and entertainment regulations are encouraged to consult with FCCLA in advance of the conference.
- **Entertainment, Music.** All music and entertainment within the booth must be in compliance with copyright laws and licenses, in good taste and not include any lyrics that are inflammatory, sexually explicit, sexist, gang-related or violent or that promote activities of any type that defame or denigrate women, law enforcement or other established authorities. Dancing and modeling shall not include any lewd or sexually suggestive poses or actions. FCCLA shall be the final authority on the acceptability of music played. Violators are subject to immediate closure of their booth, removal of booth personnel and/or closure of the exhibit for the duration of the conference.
- All booths will be inspected during the event and any exhibitor deviating from the Rules must make modifications to its exhibit space at Exhibitor's expense. If modifications are not made by Exhibitor, FCCLA will instruct its official contractors to make any necessary adjustments, at Exhibitor's sole expense. Moreover, Exhibitor shall be responsible for all costs associated with ensuring any activities, if applicable, are deemed safe under any and all conditions, as determined by FCCLA in its sole discretion. FCCLA will not be subject to any damages whatsoever should an activity or display be required to be terminated or removed by FCCLA, or its designees, due to such circumstances.
- **Liability and Insurance.** Neither FCCLA, nor any of the officers, employees, agents, contractors and affiliates of such entities, nor the owners, management company, employees or representatives of the hosting platform will be responsible for any injury, loss or damage that may occur to the exhibitor or to the exhibitor's employees or property, prior, during or subsequent to the period covered by the exhibit. The exhibitor expressly releases the foregoing persons and entities from, and agrees to indemnify the same against any and all claims for such loss, damage or injury arising from the negligent or willful acts or omission of the exhibitor and its employees, agents, contractors, and invitees. Exhibitors are responsible for all liability insurance coverages and for producing evidence of such insurance coverage upon request by FCCLA.
- **Accidents/Incidents.** Any accident or incident involving or occurring in Exhibitor's booth, or as it relates to booth personnel are the express responsibility of the Exhibitor and must be reported promptly to FCCLA.

## VIOLATIONS

- The Exhibitor shall be bound by the Rules as defined herein, and by such additional rules and regulations which may be established by FCCLA at any time. FCCLA shall enforce all Rules and such additional rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the Rules and such additional rules and regulations shall be subject to the final judgment and decision of FCCLA.
- Any violation by the Exhibitor of any of the Rules and such additional rules and regulations shall subject Exhibitor to cancellation of the agreement to occupy virtual exhibit space, to forfeiture of any monies paid on account thereof, and could make Exhibitor subject to loss of credentials for future conferences and loss of other conference privileges. Upon FCCLA notifying Exhibitor of such cancellation, FCCLA shall have the right to take possession of the Exhibitor's virtual space.

## **INTELLECTUAL PROPERTY RIGHTS POLICY**

- Exhibitors agree that neither they, nor their employees or agents, nor any one working for them in any capacity will obtain, attempt to obtain, or divulge proprietary business information, standards, specifications or other protected intellectual property rights of products or companies outside of their own company or employer, nor will they betray through such acts, the confidentiality invested with them by their company or employer.

## **LIABILITY / SECURITY / INSURANCE:**

- Neither FCCLA nor its agents or employees, nor the owners of the conference facility, nor its representatives or employees, shall be liable for any damage to the property or loss of business to the exhibitor, or any loss by theft, or damage by fire or other means, or for any injuries to the exhibitor, its employees, agents, customers or guests, arising from any cause or matter whatsoever, even though occasioned, caused or contributed to by the negligence of FCCLA or the conference facility, their agents or employees.
- The exhibitor, on behalf of itself, its employees and agents, agrees to protect, indemnify, save and defend, and hold harmless FCCLA, its agents and employees, the conference facility, its agents and employees, from all costs, losses, damages and expenses arising out of or from any accident or other occurrences connected with the use or occupation by the exhibitor of its booth space.
- Security guards will be maintained at all times by FCCLA. The duty of the guards will be to control admittance and exit to the conference area, and to protect the general conference area against fire or other catastrophes. The presence of the guards does not constitute acceptance of any responsibility by FCCLA for the safety of the exhibitor's products and property, but is merely a service to aid exhibitors during the period of the conference.

## **COMPLIANCE WITH LAWS**

- Exhibitor agrees to comply with and be bound by all laws of the United States, the State and locality where the FCCLA meeting is being held, and all applicable local government rules and regulations (e.g., the health department, fire department, police department) and any those policies and criteria established by the laws governing virtual environments. Illegal acts of any kind will be referred to the appropriate authorities.

## **FAILURE TO HOLD EXPOSITIONS**

- Should any contingency prevent holding of the event, the exhibitor shall have the right to request a deferment to the 2022-2023 fiscal year or a refund equal to the cost to exhibit.