



COMPLETE NHS DTC EXHIBITOR AGREEMENT



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ACCEPTANCE TO EXHIBIT AT THE NHS DTC

Sports Network International (SNI) solely determines that any group or individual maintaining goods or services that would have a benefit to the attending patrons of the NHS DTC will generally be accepted to attend as an Exhibitor. Exceptions to this would be those groups that are offering a product that we feel is already well represented at the Nationals, or groups that plan to offer products that are not allowed.

Therefore, to be accepted as an Exhibitor at the NHS DTC, all prospective groups or individuals must complete the NHS DTC Exhibitor Registration Form, and submit this form completed with the appropriate payment. Standard, 10' x 10' Exhibitor fees are clearly marked. Those Exhibitors wishing additional space should contact SNI directly for payment details.

Importantly, all Exhibitors must FULLY and COMPLETELY outline exactly what they will be promoting and/or selling from their booth space. SNI can be quite selective in what goods or services are allowed to be presented at the event.

PROHIBITED ITEMS FOR EXHIBITORS

To ensure Exhibitors understand in advance, certain displays will NEVER be permitted at any time. These include, but are not limited to, the following items:

1. Functional guns of any kind (competition unloaded air rifles or similar are however perfectly acceptable).
2. Knives or any other personal security devices.
3. Noise makers, bells, horns, or laser pointers or similar.
4. Fireworks, including but not limited to "safe" fireworks or any destructive devices or explosives.
5. Controlled substances of any kind or items used to manufacture controlled substances.
6. Alcohol or tobacco products of any kind.
7. Gambling items, including but not limited to lottery tickets, raffle tickets, sweepstakes entries, etc.
8. Bulk email or similar items containing personal information.
9. Items that infringe copyright, including but not limited to software or other digital goods.
10. Also, no items that maintain vulgar/crude or other inappropriate messages.
11. Any item that SNI or the Ocean Center believes poses a safety hazard or diminishes the enjoyment of the event by others.

ITEMS FOR DISTRIBUTION/SALE THAT REQUIRE ADVANCED PERMISSION

Yes, here is the list of items that can be sold in some instances with ADVANCED written permission from Sports Network Int'l ONLY!:

1. Food or drink products of any kind that are designed to be consumed on premises,
2. Shirts sales of any kind,
3. Active-duty recruitment for any branch of the military.
4. Items that maintain any association with the National H.S. Drill Team Championships.

NOTE: These items MAY BE ALLOWED in certain circumstances. You MUST contact SNI for permission to offer any of these items above.

EXHIBIT BOOTH ASSIGNMENT

Sports Network International (SNI) designs all exhibitor locations and assigns all booth spaces based on a priority point system. This allocation is determined by many factors including but not limited to: years involved with the event, existing contracts & agreements in other related areas, and outside event promotions undertaken by the Exhibitor.

EXHIBIT FEES

Exhibitor Fees are clearly outlined on the website and [NHS DTC Exhibitor Registration Form](#) for all standard 10'x10' exhibitors. Exhibitors looking for larger and/or premium booths may maintain both a custom size and price to suit their needs. These needs are best covered with a phone call directly to SNI.

AUTHORIZED PERSONNEL

Admission to the Exhibition will be available only to registrants. Any persons not assigned with the exhibit space will not be authorized to solicit business in any manner. SNI shall provide to Exhibitor that number of exhibitor badges as listed in the Exhibitor Regulations for the corresponding booth size. All Exhibitor personnel will be required to prominently display the exhibitor badge at all times while on the event premises. Badges are not transferable and badges worn by improper personnel are subject to confiscation without return or refund. Only authorized personnel wearing exhibitor badges will be allowed into the exhibit area at any time other than set-up and tear-down without advanced written permission from SNI.

EXHIBITS SUBJECT TO SNI'S APPROVAL

SNI may review, exclude, modify, remove or require Exhibitor to modify or remove any exhibits, Exhibitor personnel (e.g., employees, agents, invitees, etc.) or Exhibitor materials or activities (e.g., costumes, décor, music, fliers, method of operation, conduct, etc.) that, in its sole discretion, is unsuitable, dangerous, or objectionable for the Exhibition. In the event of such exclusion, modification, or removal, Exhibitor agrees to pay or reimburse SNI for any expenses incurred by SNI or its agents at the then-prevailing rates. Further, SNI shall not be required to refund any fees paid to SNI by Exhibitor, or be responsible for Exhibitor's expenses or any liabilities resulting therefore.

LAWS, RULES, AND REGULATIONS

Exhibitor agrees to be bound by all, and shall ensure its personnel do not violate any, applicable local, state, federal, or foreign laws, rules and regulations (e.g., fire, utility, and building codes, the Americans with Disabilities Act, etc.) as well as any laws, regulations applicable to or required by SNI, or promoters of the Exhibition, the Exhibition Facility, Exhibition suppliers, and/or SNI's insurance carrier(s). Lastly, all Exhibitors are required to read and fully abide by all items listed within both this document and the [Exhibitor FAQ](#) posted on-line on the official website of the NHS DTC.

CONFINE EXHIBIT TO BOOTH SPACE; NO ASSIGNMENT OR SHARING OF BOOTH SPACE

Exhibitors and any materials or activities in connection therewith, must be confined to the Exhibitor's own booth. Further, Exhibitor agrees not to assign, sublet, or share the booth, in whole or in part, without the prior written consent of SNI. In the event more than one exhibitor uses the assigned booth with the written permission of SNI, exhibitor agrees there may be an additional fee involved depending on the scope and detail of the shared information at the discretion of SNI.

EXHIBIT SPECIFICATIONS

All booths include a standard backwall drape 8' high with siderails 36" high, a booth sign showing the Exhibitor's name, and a wastebasket. These limitations are intended to provide a clear view of the neighboring exhibits. The placing of high equipment must conform to these rules. Exceptions to the above may be authorized upon request to SNI for self-contained configurations. Exhibitors cannot market/solicit to anyone inside or outside the NHS DTC facility during the course of the conference and exposition from OUTSIDE their exhibit area. However, hospitality suites and private parties for entertainment purposes outside of regularly scheduled hours of meetings, exhibits, or other Exhibition functions are fully permitted and encouraged. Contact SNI for details on meeting room rental on-site for such purposes.

SECURITY & INSURANCE; NO LIABILITY FOR SIMPLE NEGLIGENCE

SNI will provide limited guard service to cover entrances to the Exhibition area on a 24-hour basis during the designated hours of installation, exhibit, overnight, and dismantling. However, SNI shall not be responsible for the safety of, or liable for damage or loss to, Exhibitor's property or personnel, including because of theft, fire, accident or any other cause, whether the result of negligence or otherwise, unless caused by the gross negligence of SNI.

AVAILABLE SERVICES

SNI or its designated contractors through the Ocean Center Arena are available to provide certain value added services and security to Exhibitor at Exhibitor's expense. In the event the Exhibitor requests SNI to perform any services, Exhibitor agrees to pay or reimburse SNI for any charges in connection therewith at the then-prevailing rates. SNI does not endorse any designated contractors of the Exhibition, and makes no representation with respect thereto and assumes no responsibility or liability for any of the foregoing services if provided by any party other than SNI.

ADVANCED SHIPMENT OF BOOTH ITEMS

Large Exhibitor booth shipments going directly to the Ocean Center must be coordinated and paid for in advance directly through the Ocean Center Arena. The Ocean Center Arena stands fully equipped to handle such shipments. Exhibitors are fully responsible for any/all costs involved in such shipments. Under certain circumstances, small items that Exhibitors may wish to ship in advance of the event can be done through SNI at no charge. This is done completely on a case-by-case basis and MUST be arranged in advance. Please contact SNI directly for details on all event shipping.

PAYMENT FOR PERCENTAGE OF SALES

Exhibitors who are selling products are not required to remit any percentage of sales to either the facility or SNI. This is unlike many facilities and another reason why the Ocean Center Arena is a fantastic place to do business with.

DISCLAIMERS

Except as expressly provided in these General Rules and Regulations For Exhibitors, SNI makes no representations or warranties of any kind with respect to the Exhibition, and disclaims all warranties including any implied warranties of merchantability, fitness for particular purpose, accuracy, non-infringement, and non-interference. The Exhibition and booth are provided "as is" and on an "as available" basis.

LIMITATION OF SNI'S LIABILITY

SNI shall not be liable to any Exhibitor or to any third party for any indirect, incidental, consequential, special or punitive damages of any kind or nature. SNI shall furthermore have no liability to Exhibitor for lost profits, loss of material, or frustration of business expectations, whether arising out of breach of contract, breach of warranty, negligence, or otherwise (even if SNI has been advised of the possibility of such loss or damage). SNI's maximum liability hereunder for any claims whatsoever is expressly limited to the amount actually paid to SNI by the Exhibitor. In no instance may any claim be brought by an Exhibitor more than one (1) year after the accrual of the claim.

INDEMNIFICATION BY EXHIBITOR

Exhibitor hereby agrees to indemnify, defend, and hold harmless SNI, its affiliates, the Exhibition Facility, Exhibition suppliers, the city, and state, and their respective officers, directors, employees, representatives, and agents, from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to attorney's fees) arising directly or indirectly out of or in connection with (i) any intentional or negligent act or omission by Exhibitor or any of its employees or agents, (ii) breach of Exhibitor's representations, warranties, obligations or covenants set forth in the Exhibitor Agreement, and/or (iii) Exhibitor's occupancy and use of the Exhibition premises, including without limitation, the assigned booth, public areas, or any part thereof.

CHANGES & FORCE MAJEURE

The Exhibition date and hours are as indicated in the Exhibitor Guide. SNI reserves the right to change the Exhibition date or hours for any or no reason whatsoever. In such event, SNI shall attempt to notify Exhibitor as much in advance as reasonably possible. SNI shall not be liable hereunder and shall be excused for performance for any failure or delay in the performance of its obligations on account of acts of God (e.g., earthquake, fire, flood, tornado, etc.), acts of government (e.g., war, embargo, etc.), acts of man (e.g., terrorism, strike, etc.) or any other acts or omissions beyond the reasonable control of SNI.

REMISSION OF FLORIDA SALES & USE TAX

It is the responsibility of every vendor maintaining sales anywhere within the State of Florida to fully understand what is required by the State of Florida Department of Revenue. Here is the direct [link](#) for what you will need to know about sales tax collection and submission for all sales you will undertake in Volusia County, Florida at the NNSDTC.

CANCELLATIONS; COLLECTION COSTS

Standard 10' x 10' Exhibitors shall have the right to cancel their Exhibitor Agreement in writing at any time prior to March 1st the year of the event for a full refund. Cancellations after this date will not be entitled to any refund of monies paid. All other larger space and/or premium exhibitors may cancel or change their space requirements at any time, however they will not be entitled to any refund of any monies paid. Exhibitor agrees to pay or reimburse the costs of collection (including, without limitation, third party collection agency expenses, attorney fees and court costs). Under all circumstances, SNI retains the right to resell any booth space canceled by Exhibitor, or not paid when due. Payments made to SNI are non-transferable, and cannot be used for payment towards other SNI products, services, or exhibitions. SNI may cancel the Exhibition for any or no reason whatsoever. In such event, SNI shall attempt to notify Exhibitor as much in advance as reasonably possible, and SNI shall refund Exhibitor amounts paid to SNI by Exhibitor, less a pro-rata portion of expenses actually incurred by SNI in connection with the Exhibition or such cancellation.

NOTICES

Any notice or correspondence required or permitted to be given or forwarded hereunder or by law shall be effective on receipt and shall be considered properly given if orally stated to Exhibitor at the Exhibition, or presented in writing and delivered personally, faxed, emailed or sent by any commercially reasonable means, addressed, with respect to Exhibitor, to the address of Exhibitor most recently provided in writing to SNI, and with respect to SNI, to the address of SNI appearing on its web site at the time of such notice. Email correspondence is also acceptable provided that it is sent to individuals who have apparent authority to act in respect to the subject matter hereof.

ENTIRE AGREEMENT

The Exhibitor Agreement, including the Exhibitor Guide and these General Rules and Regulations For Exhibitors, represents the complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, whether written or oral, between the parties. The Exhibitor Agreement may not be modified or amended, except by a written instrument executed by each of the parties hereto. The parties hereto shall be deemed to be independent contractors hereunder, and as such, neither party shall be, nor hold itself out to be, an employee or agent of the other party. The language used in the Exhibitor Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of the Exhibitor Agreement. The Exhibitor Agreement shall only become effective when countersigned or initialed by a duly authorized representative of SNI within ninety days of the date of Exhibitor's signature. The acceptance or deposit of any payment does not constitute acceptance of the Exhibitor Agreement by SNI. SNI reserves the right to modify the Exhibitor Rules and Regulations, or make any additional conditions, rules and regulations, as it deems necessary to ensure the success of the Exhibition. Exhibitor acknowledges and agrees that such additions and modifications shall become part of the Exhibitor Agreement upon notice to Exhibitor.

ARBITRATION CLAUSE

Any controversy or claim arising out of or relating to the Exhibitor Agreement, or the breach thereof, shall be settled by binding arbitration utilizing expedited procedures and one arbitrator, in accordance with the Rules of the American Arbitration Association, and the written decision of the arbitrator shall be conclusive and binding on the parties and enforceable by a court of competent jurisdiction. Arbitration will be held in the State of Florida, and governed by the laws of the State of Florida, without regard to conflict of laws principles. The arbitrator shall be empowered to award to the prevailing party, if any, such party's cost and expense.