**EXHIBITOR TERMS AND CONDITIONS**

**NEW HAMPSHIRE TEACHERS OF MATHEMATICS**

1. CHARACTER OF EXHIBIT

Each Exhibitor agrees to exhibit only those of its products used in the field of mathematics education, products related to the growth of knowledge in mathematics teaching methods, or products of interest to teachers.

Exhibitors are not permitted to obstruct the view or adversely affect the displays of other exhibitors. The general appearance of the show must take precedence over that of any individual exhibit and New Hampshire Teachers of Mathematics (NHTM) may, in its sole determination, require rearrangement, at the Exhibitor’s expense, of any display that is in violation of the Terms and Conditions.

Exhibitors will be able to sell their products.

NHTM reserves the right to prohibit any exhibit, part thereof, or proposed exhibit that in its opinion, is not in keeping with the spirit and character of the exhibit as same is set forth in this document.

Acceptance of this contract by NHTM should in no way be construed as an endorsement by NHTM of the exhibiting company or its products or services.

2. ASSIGNMENT AND RELOCATION OF EXHIBITS

Exhibitor understands and agrees that RIMTA has sole discretion on the assignment of booths.

3. PAYMENTS

The cost for rental of exhibit space is $150 for one table or $225 for two tables and must be paid in full at time of application.

Full refund of the Exhibitor’s payment will be made in the event NHTM does not accept the Exhibitor’s application, or in the event that the conference is cancelled by NHTM.

In the event that the Exhibitor cancels participation in the exhibit or wishes to reduce exhibit space, Exhibitor shall promptly notify NHTM in writing (email is an acceptable format). If the cancellation or reduction is received by NHTM before sixty (60) days prior to the start of the conference, 50% of the full exhibit price or full price for the space relinquished, will be retained by NHTM.

No refund will be made for a vendor cancellation or reduction received after sixty (60) days prior to the opening.

Upon cancellation or reduction, Exhibitor loses all rights to space. NHTM reserves the right to reassign that space to another Exhibitor.

4. FAILURE TO MAKE PAYMENT

Any person, partnership, or corporation contracting for space who fails to make the payment as herein provided, whether such person, partnership, or corporation desires to exhibit or not, shall thereby and thereupon forfeit all rights to the use of the selected space, and the NHTM shall have the right to dispose of such space in such a way as it may consider its interests without any liability on the part of the NHTM. In the event space contracted for by an Exhibitor remains unoccupied on the opening day of the exhibit and such space be not sold by NHTM, the Exhibitor who fails to pay for and occupy said space shall be and remain liable for the payment agreed on.

5. BOOTH SETUP AND DISMANTLING

Setup time, exhibit hall hours, and dismantling will be provided to Exhibitor prior to conference.

Electricity will be available to all Exhibitors, but Exhibitors are responsible for bringing any extension cords needed (up to 25 feet).

Each Exhibitor must deliver to the exhibit hall area all equipment, apparatus, goods, materials, etc., and there erect and completely install the display in the space contracted by such Exhibitor no later than thirty (30) minutes prior to the published opening time of the exhibit hall. Vendors are not to send any materials to Manchester Community College prior to the conference.

Exhibits will not be permitted to be packed or removed from the building at any time after installation until the final closing of the exhibit hall unless special permission in writing is obtained from NHTM.

Booth must be fully staffed during the entire conference. NHTM reserves the right to make such modifications in the exhibit hours as may be necessary to meet program needs, with full and sufficient notice given to all contracted Exhibitors.

6. SOUND RESTRICTIONS

Sound-producing or amplifying devices that project sound must be tuned so as not to exceed 85dbs. NHTM reserves the right to determine at what point sound constitutes interference with other Exhibitors. Public address announcements are prohibited.

7. USE OF COPYRIGHTED MUSIC

Exhibitor agrees to pay all royalties, license fees or other charges for any music, either live or recorded, or other entertainment of any kind or nature, played, staged, or produced by the Exhibitor, his agents or employees, within the premises by this License Agreement, including but not limited to royalties or licensing fees due to BMI, ASCAP, or SESAC. The Exhibitor agrees to indemnify and hold NHTM harmless against any and all such claims or charges.

8. USE OF SPACE

All promotional material must be distributed from within the confines of the Exhibitor’s own contracted space. Materials bearing any name or form of advertisement may not be displayed anywhere other than the space contracted. No Exhibitor shall sublet space allotted. Each Exhibitor is responsible for keeping the aisle or aisles near contracted space free of congestion resulting from demonstrations or promotions.

9. MARKETING PARAMETERS

Exhibitors are prohibited from scheduling hospitalities or programs outside of their exhibit contracted space(s) during times of the NHTM official program.

10. FORCE MAJEURE

Because of the nature of the enterprise undertaken by NHTM, the same being dependent on its securing a sufficient and satisfactory number of Exhibitors at the Conference, it is specifically understood and agreed that if, in the sole opinion of NHTM, it is not practical to carry out the terms of this agreement for any reason, without limiting it to any embargo or regulation of any department or agency of the United States government against the holding or carrying out of said exhibit program as a whole, NHTM shall have the right to cancel the same and this agreement, in which event any payment made by the Exhibitor to NHTM shall be returned to Exhibitor, and NHTM hereby expressly waives any and all claims of any kind and nature except for such amount as Exhibitor has previously paid for space, excepting if said event causes the exhibit program to be canceled ten days or less prior to the opening date of such exhibit program, fifteen (15%) percent of the full exhibit contract fee will be retained by NHTM.

11. LIABILITY

Exhibitor must operate and maintain exhibits so that no injury will result to any persons or property. Exhibitor undertakes and agrees to indemnify and hold harmless NHTM, Manchester Community College, and its officers, board, agents, and representatives from any and all claims for damages, suits, etc., by any person by reason of negligence of the Exhibitor, its agents, representatives, or employees.

Exhibitor agrees to release and to indemnify and hold harmless NHTM and Manchester Community College from any and all claims for damages, suits, etc., for injuries to themselves or their employees and for damages to property in their custody, owned or controlled by them, which claims for damages may be incidental to, grow out of, or be connected with their use or occupation of space contracted; however, nothing herein shall release NHTM and Manchester Community College from any liability for claims, damages, suits, etc., that are the result of the negligence of NHTM.

Exhibitor must surrender space occupied by him in the same condition as it was at the commencement of occupation. The Exhibitor shall assume all responsibility for damage to the exhibit hall and shall indemnify and hold harmless NHTM, Manchester Community College, and their representatives for all liability which might ensue from any cause whatsoever arising out of the Exhibitor’s participation in the exhibit program or in conference activities.

NHTM will not be liable in any instance for any unforeseen expenses incurred by Exhibitor due to the terms of the rental agreement that NHTM has with the exhibit facility.

12. INSURANCE

Exhibitor agrees to procure and maintain adequate insurance coverage during the dates of the NHTM conference, including move-in and move-out day, and be prepared to furnish a certificate(s) of insurance to NHTM if requested. Exhibitor bears the risk of loss due to the inadequacy or failure of any insurance or any insurer, including any insurance that may be provided by Exhibitor, NHTM, or Manchester Community College. NHTM shall not in any event be liable to Exhibitor for any damages.

13. LUNCH

Appropriate badges will be furnished to Exhibitors and their employees by NHTM upon proper registration. Exhibitor badges give Exhibitors access to conference activities and lunch. One exhibitor badge and lunch will be provided to Vendors/Exhibitors for each table purchased. Vendors/Exhibitors may order additional badges/lunches by request at least two weeks prior to the conference at cost of a lunch, or they may purchase lunch the day of the conference.

14. TAX AND LICENSING

Exhibitors who choose to sell products or services assume full responsibility for securing licenses and collecting all applicable fees and taxes outside of the event hours and off of the Manchester Community College campus. Exhibitor will comply with all federal, state, and local laws as well as the rules and regulations of the host venue. Exhibitors will be liable for all obligations resulting from non-compliance and will indemnify and hold harmless NHTM from any and all costs and/or expenses (including counsel fees) involved in addressing or defending any matters arising in whole or in part from Exhibitor’s sale of products or services.

15. SERVICE INFORMATION

All services customarily required by exhibitors will be available and must be obtained through the official service contractor. No other contractors will be permitted without prior written approval of NHTM. Complete shipping instructions and information regarding furniture, carpet rental, electrical work, labor and dismantling, drayage, etc. will be available to exhibitors in advance.

16. VIOLATIONS

Any violation of these terms and conditions and/or the rules and regulations contained in the prospectus on the part of any Exhibitor will nullify Exhibitor’s right to occupy space. Such Exhibitor will not be released from liability and will forfeit to NHTM all monies that have been paid. In case of any violation of the terms and conditions and/or the rules and regulations on the part of the Exhibitor, right is hereby given to the NHTM, at its option, to terminate the agreement to occupy space, and the NHTM may enter and take possession of the space occupied by the Exhibitor and remove all persons and goods at the Exhibitor’s own risk.

17. AMENDMENT TO TERMS AND CONDITIONS

Any and all matters or questions not specifically covered by the terms and conditions contained herein shall be subject to the sole discretion of NHTM. NHTM may, in its sole discretion, make reasonable changes, amendments, or additions to these terms and conditions. Any such changes, amendments, or additions shall be binding on Exhibitor equally with the other terms and conditions contained herein.