2017 EXHIBITOR CONTRACT

Career Expo Show Management | 1430 Spring Hill Rd., 6th Floor | Mclean, VA 22102 Phone: 703-934-4700 | Fax: 703-934-4899 | Email: blackmba@naylor.com | prospanica@naylor.com www.nbmbaaconference.org | www.prospanicaconference.org

2017 ANNUAL CONFERENCE AND CAREER EXPOSITION presented by NBMBAA® and Prospanica®

SEPTEMBER 26-30, 2017 | PHILADELPHIA, PA

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Exhibiting Company Nar	ne	
Address		
City	State	Postal Code
Phone	Fax	
Website	Company En	nail
Contact Name (All correspondence will be sent to this individual)		Title
Contact Email	Contact Phor	ne

Contact Cell (for on-site use only)

Authorized Signature (not valid unless signed) Date Agreement: By signing this agreement, exhibitor agrees to all Terms and Conditions and Rules and Regulations on both sides of this Agreement.

EXHIBIT SPACE – STANDARD* Booth size (in Sq. Ft.) GOI+ 401-600	Rate Per Sq. Ft. \$71 \$72				
20I-400 100-200 *Exhibitors will be granted an allotment of five (5) badges per	\$73 \$76 10' x 10' exhibit.				
EXHIBIT SPACE - ACADEMIC* Booth size (in Sq. Ft.) DO+ *Exhibitors will be granted an allotment of two (2) badges per	Rate Per Sq. Ft. \$25 10' x 10' exhibit.				
EXHIBIT SPACE - SMALL BUSINESS & NON Booth size (in Sq. Ft.) DO+ *Exhibitors will be granted an allotment of two (2) badges per	Rate Per Sq. Ft. \$31				
EXHIBIT SPACE – GOVERNMENT* Booth size (in Sq. Ft.) 100+ *Exhibitors will be granted an allotment of two (2) badges per	Rate Per Sq. Ft. \$41 10' x 10' exhibit.				
IO X IO = IOO SQ. ft. IO X 2O = 200 SQ. ft. 20 X 20 COST CALCULATION	= 400 sq. ft. 20 x 30 = 600 sq. ft. 20 x 40 = 800 sq. ft.				
sq. ft. x \$	per sq. ft. = BOOTH TOTAL \$				
boundaries of booth space, 7" x 44" booth identif	ground drapery, 36" high drapery dividers to define the ication sign with company name and booth number, rpet is required, but not included with your booth, and itor Service Manual for purchase information.				
EMPLOYER ACTIVATION PLAN					
Green \$9,000 Blue \$6,000 Cost is in addition to exhibit space.	☐ Red \$3,000 PLAN TOTAL \$				
ADDITIONAL ITEMS UVirtual Career Fair Package \$2,500 Cos Employment Network Interview Space					
# of Additional Interview spaces					
PAYMENT INFORMATION - TOTAL A	MOUNT DUE \$				
Amount Authorized \$					
□ Visa □ MasterCard □ Amex	Discover Check Enclosed				
Credit Card Number					
CSV	Expiration Date				
Name on Card	Signature				

PLEASE READ CAREFULLY - TERMS AND CONDITIONS

Payment for Exhibit Space: Payment in full is due with submission of this contract to guarantee space. Failure to process your payment or declined funds, will result in cancellation of assigned exhibit space. All outstanding financial balances due to NBMBAA must be satisfied before permission to exhibit is granted.

Cancellation: Exhibitor may not cancel this contract or reduce the amount of assigned exhibit space without written notification to and written acknowledgment from NBMBAA. In the event of cancellation or reduction, Exhibitor shall be liable for 100% of the original commitment. In the event of a booth size reduction, the Exhibitor will be assessed a \$200.00 processing fee for every 100 square feet of reduced space. Please Note: All cancellations must be submitted in writing to: Career Expo C/O 1430 Spring Hill Road, 6th Floor, McLean VA 22102.

BOOTH LOCATION (provide preferred booth numbers below; assignment is based on availability)

1st choice 2nd choice

EMPLOYER ACTIVATION PACKAGES

Employer Activation Packages give your company the hiring tools you need to achieve the maximum ROI for your booth purchase. Instructions: Select your exhibit space on the left and then select an Employer Activation Package (below) that best suits your participation. Indicate booth fee plus the Employer Package and any other add-ons and total the amount due in Payment Information area. You must have a booth package to secure an Employer Package

3rd choice

Green - \$9,000 (plus cost of exhibit space)

- Company logo, booth number and profile in Annual Conference Guide
- · Online floor plan listing upgrade, including ability to add a video
- (3) interview spaces in the Employment Network
- (5) Conference Job Match job postings (July-October 2017) with resume database access
- (10) Exhibitor registrations
- 2017 App Bundle
 - Quarter-page (I/4) advertisement in the Annual Conference Guide

Blue - \$6,000 (plus cost of exhibit space)

- Company booth number and profile in Annual Conference Guide
- (2) interview spaces in the Employment Network
- (4) Conference Job Match job postings (July-October 2017) with resume database access
- · (4) Exhibitor registrations

Red - \$3,000 (plus cost of exhibit space)

- · Company booth number and profile in Annual Conference Guide
- (I) interview space in the Employment Network
- (2) Conference Job Match job postings (July-October 2017) with resume database access
- (4) Exhibitor registrations

NEW ADDITIONAL ITEM

Virtual Career Fair Package - \$2,500 (plus cost of exhibit space)

- (2) VCFs (Jan/May 2017: dates to me announced)
- Custom branded booth with logo (3) recruiter seats
- (3) job postings

INDUSTRY CATEGORY

Please refer to the 2017 Annual Conference and Career Expo Industry Category List and enter the industry that best describes your company.

ASSIGNMENT INFORMATION

To assist in the assignment of exhibit space, please provide the following information. List those companies who have industry segments competitive with yours.

2.

Visit www.nbmbaaconference.org and www.prospanicaconference.org for more information



PROSPANICA

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Signature

2017 Exhibitor Rules And Regulations

Please review the Rule and Regulations below. By signing the reverse side of this Exhibit Contract, you have constituted a binding agreement between the National Black MBA Association® (NBMBAA) and your company (Exhibitor) subject to the Rules and Regulations which are listed below. It is the responsibility of the Exhibitor to fully be familiar with the Rules and Regulations and to ensure that each member of the Exhibitor attending the Annual Conference is also familiar with the Rules and Regulations. NBMBAA reserves the right to adjust the Rules and Regulations are accessible online in the Exhibitor Service Center for download to all confirmed Exhibitors.

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 Make All CHECKS payable to: NBMBAA, Inc.
 Mailing: National Black MBA Association, Attn: Accounts Receivable, 1430 Spring Hill Road, 6th Floor, McLean VA 22102.

2. Agreement: By affixing his/her signature to this agreement, the Exhibitor contact certifies that he/she has read and agrees to all Terms and Conditions, as well as Rules and Regulations written or implied by this agreement. Contract for Space: The request for booth space, upon acceptance by NBMBAA, constitutes a contract for rental of the space assigned between NBMBAA and the Exhibitor, provided.

3. Payment: A non-refundable payment equaling 100% of the total commitment is due upon signing this agreement. All outstanding financial balances due to NBMBAA must be satisfied before permission to exhibit is granted.

4. Booth Assignment: NBMBAA has sole discretion in the assignment or reassign of booth space. Exhibitor may not reassign or sublet assigned exhibit space, in whole or in part, without prior written permission of NBMBAA. Booth assignment is based on the date of postmark, Exhibit Booth requirements and other criteria deemed necessary to ensure the overall success of the Annual Conference. NBMBAA has the right to alter an Exhibitor's assigned space if it is deemed necessary in the best interest of the Annual Conference.

5. Contract: This application, when accepted by NBMBAA, constitutes a binding legal agreement. Acceptance of application is deemed to occur only when confirmed to Exhibitor.

6. Cancellation: Exhibitor may not cancel this contract or reduce the amount of assigned exhibit space without written notification to and written acknowledgment from NBMBAA. In the event of cancellation or reduction, Exhibitor shall be liable for 100% of the original commitment. In the event of a booth size reduction, the Exhibitor will be assessed a \$200.00 processing fee for every 100 square feet of reduced space. Please Note: All cancellations must be submitted in writing to: NBMBAA C/O 1430 Spring Hill Road, 6th Floor, McLean VA 22102.

7. Conducting Interviews: NBMBAA* requires that interviews only take place in the contracted and purchased interview spaces in the NBMBAA Employment Network* area of the Exhibit Floor. This will be strictly monitored and enforced by NBMBAA* floor monitors. Violators will be fined \$1,500.00. Anyone conducting interviews must follow these guidelines:

- a) Interviews may only take place in the designated, assigned company interview spaces purchased in the Employment Network Program.
- b) Interviews may only be conducted with attendees of the NBMBAA/ Prospanica 2017 Annual Conference and Career Exposition.

8. Relocation of Exhibits: NBMBAA reserves the right to alter the location of exhibit spaces at its sole discretion and in the best interests of the show.

9. Auxiliary Services and Labor: Decorating, drapery, furniture rental, drayage, sign painting and labor will be handled by the official service contractor. The Exhibitor shall provide only the material and equipment that is owned and is to be used in the exhibit space. All other items used in the booth are to be provided through arrangements with the official service contractor. Payment for services provided to the Exhibitor by the contractor is the responsibility of the Exhibitor. All services not ordered in advance must be procured through the Exhibitor's Service Center. All labor requirements can be acquired from the official service contractor.

10. Display Construction and Limitations: NBMBAA bases the allocation of booth space by the designated plan selected in this application. Also review the Exhibitor Service Guide for current rules: a) Booth Construction: NBMBAA must approve any canopies or ceilings over the front half of the exhibit booth area no later than

- ceilings over the front half of the exhibit booth area no later than 30 days prior to the Annual Conference. b) Booth Signage/Decorations: Nothing can be posted on, tacked,
- o) Booth Signage/Decorations: Nothing can be posted on, tacked, nailed, screwed or otherwise attached to columms, walls, floors, or other parts of the building, booth structures or furniture. Balloons, stickers and decals are not allowed in the building. Each Exhibitor is entitled to a reasonable sight line from the aisle regardless of the size of the exhibit.
- c) Space Restrictions: Aisles and other spaces in the Annual Conference are not leased to Exhibitors. No booth is to extend into this space. All displays, interviews, lectures, demonstrations or other type of activity shall be conducted inside the contracted space. Limited private interview space is available at a separate cost through the Employment Network Program.
- d) Booth height and depth. Within the exhibit area, the exhibit or display height is restricted to a maximum of 20 feet. Exhibits shall be constructed and arranged so that they do not obstruct the general view nor hide the exhibit of others. If a side wall or product(s) is taller than 42 inches, it should not extend more than five feet from the back wall.
- e) Prize drawings and promotions: Prize drawings will be allowed within the guidelines furnished by NBMBAA. Distribution of trade publications, invitations, circulars, business cards, novelties, etc. may be made only within the space assigned to the Exhibitor distributing such materials and must be able to fit into a giveaway bag.

- f) Solicitation and product sales: Exhibitor may exhibit and demonstrate products on the basis of their potential information and commercial value, not for the purpose of selling on the Exposition floor. All Exhibitors are required to adhere to such Rules and Regulations as may be established by the US Internal Revenue Service to insure continued income tax exemption for the 2017 Annual Conference and Career Exposition. No person, firm or organization not having contracted with NBMBAA for the occupancy of booth space will be permitted to display or demonstrate its products/services, or distribute promotional materials in the Exhibit Hall, public areas of the center or in hospitality suites. Any infringement of this rule will result in the prompt removal of the offending persons from the Hall.
- g) Sound: Exhibitors operating sound equipment will be expected to keep the sound at a reasonable volume. No sound effects that carry to adjoining booths are permitted. Headsets with videos are acceptable. Showing of videos, slides, transparencies, opaque materials, etc. will only be permitted within the confines of the Exhibitor Booth.
- h) Lighting: Spotlights and floodlights must not interfere, distract or annoy others. Clip on types are not allowed.
- i) Storage: Fire regulations prohibit any storage in the Exhibit Hall. Arrangements for storage are the sole responsibility of the Exhibitor. All packing containers, cardboard boxes or corrugated paper, excelsior and wrapping paper must be removed from the Exhibit Hall prior to the opening of the event. Storage arrangements can be made by visiting the Exhibitor's Service Center at least one (1) hour prior to product needs. There is an additional cost for this storage.
- j) Safety Provisions: Exhibitor must provide the necessary shielding or safety items to protect attendees, other Exhibitors and all others from equipment that is operable or from any other material, processes or operations which might cause bodily harm.
- k) Food: Exhibitor may serve food at their booth only if provided through the designated representative of NBMBAA.
- ADA: All booths must be constructed in compliance with the Americans with Disabilities Act and accessible to persons with physical disabilities.
- m) Bringing Your Company's corporate licensed Mascot to the Conference? We welcome the opportunity to help you showcase your company, but would like to remind you of the Rules and Regulations for use. Mascots may only be used within your designated booth space inside the exhibit hall. Failure to abide by this rule will result in a breach of your NBMBAA Exhibit Agreement and may result in a ban against your company's use of a Mascot at the next annual conference, as well as a Five Hundred Dollar (\$500) fine.

11. Security/Guard Service: While NBMBAA will provide twentyfour (24) hour security from Monday through Friday, protection of the property and insurance thereof are the Exhibitor's sole responsibility. Exhibitor agrees that NBMBAA has no obligation to provide security services and NBMBAA makes no representation whatsoever with the respect to the security of the premises. Individual booth security is available at an additional fee to Exhibitor.

12. Non-Liability: It is expressed, understood and agreed by each and every contracting Exhibitor, his/her agents and his/her guests that neither NBMBAA or Prospanica, nor its employees, nor its contractors shall be liable for loss of or damage to the goods or properties of Exhibitor. At all times such goods and properties remain in the sole possession and custody of each Exhibitor. a) Removing items: Exhibitors are required to complete an Equipment Removal Pass and sign for any equipment removed from the Exhibit Hall.

13. Certificate of Insurance (COI): NBMBAA REQUIRES all Exhibitors and EAC's to submit a copy of their COI with coverage of \$1,000,000 to blackmba@naylor.com no later than July 21, 2017. A sample can be found in the Exhibitor Services manual available early 2017. Failure to provide COI by July 21, 2017 will result in not being able to set up exhibit space.

14. Indemnification Clause: Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action (hereinafter, the "Claims") resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable. In the event Claims are asserted against either party, each party agrees to provide written notice within 10 working days of the existence of such Claims to the other party. Moreover, both parties agree to cooperate and coordinate in the defense of such Claims so as to avoid unnecessary expense and fees. The parties further agree that their liability for attorney fees incurred by the other party in the defense of any Claims shall be limited to those reasonable fees necessary for the defense of the party. **15. Exhibitor's Admission Credentials:** Exhibitor shall furnish NBMBAA with an advance list of its representatives prior to the event. Representatives must register upon arrival, and are required to wear identification badges containing the name of the firm that contracted space at all times. The badges are not transferable, and NBMBAA reserves the right to withdraw the use of a badge used to gain admission to the Annual Conference by any person other than the one for whom it was issued. Exhibitor will be admitted to the Exhibit Hall at least one (1) hour before the opening of the hall, each show day. Any special arrangements must be made in advance.

16. Exhibit Hours, Installation and Dismantling: The hours during which the Annual Conference will be open are outlined in the Exhibitors Service Manual. Under no circumstances may dismantling occur before the dismantling hours specified. Dismantling early will result in a \$500 penalty and loss of priority status for on-site space selection. All freight must be

priority status for on-site space selection. All freight must be removed from the Exposition floor by Friday night. Exhibitor shall be liable for all storage and handling charges for failure to remove exhibit by specified time and date. These hours are subject to change.

17. Annual Conference Postponement and/or Cancellation: NBMBAA, at its discretion, shall have the right to postpone or cancel the Annual Conference and Exposition, and shall be liable in no way to the Exhibitor for losses resulting from such delay or cancellation. NBMBAA will not be liable for the fulfillment of this contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: By reason of the facility being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Annual Conference, or for any cause beyond its control.

18. Unsanctioned Events: Exhibitor will not in any way sponsor any events purported to be co-sponsored by NBMBAA or which directly conflict with Conference events, which are listed in the Conference materials ("Unsanctioned Events") one week prior to, during, and one week following the Conference (within 50 miles of the Host Site). Failure to abide by this requirement will result in a breach of the agreement by Exhibitor. Unsanctioned Events do not include events sponsored by Exhibitor which do not directly conflict with Conference events or which are small, invitation-only events designed for recruiting or networking purposes.

19. Consortiums must adhere to the aforementioned Rules and Regulations, as well as the Terms. Consortium aisle carpet must be uniform with Exhibit Hall aisle carpeting. All Consortium participants (Exhibiting companies) agree to abide with location modifications and/or aisle/space assignments made on behalf of the Consortium by the Consortium delegate. The NBMBAA is neither liable nor responsible for communicating modifications; it is understood all modifications deemed necessary have been ratified by all Consortium parties. New Consortium inquiries contact Naylor Event Solutions via email to blackmba@naylor.com. A minimum of 6 companies is required to activate a new Consortium. Consortiums agree that initial space is guaranteed until December 30, 2016. If space is not secured by contract at that point, NBMBAA has the right to reduce, adjust or otherwise reconfigure Consortium space in the best interest of the Career Expo.

20. Conference Guide: To be listed in the 2017 Conference Guide, NBMBAA must receive the completed space application and full payment by June 14, 2017.

21. Character of the Annual Conference: NBMBAA reserves the right to make such additional conditions, Rules and Regulations as is deemed necessary to enhance the success of the conference, and to decline or prohibit any exhibit which, in its judgment is not in keeping with the character of the Annual Conference, this reservation being all-inclusive as to persons, things, printed matter, products, and conduct.

