

2018 EXHIBITOR CONTRACT

NBMBAA® 40th Annual Conference & Exposition

National Black MBA Show Management | 1430 Spring Hill Rd., 6th Floor | McLean, VA 22102
 Phone: 703-934-4700 | Fax: 703-934-4899 | Email: blackmba@naylor.com
 www.nbmbaa.org/conference



Determined. Empowered. Tenacious. Respected. Objective. Inspirational. Trusted.

Detroit, Michigan | September 25-29, 2018

PLEASE PRINT OR TYPE

Exhibiting Company Name _____

Address _____

City _____ State _____ Postal Code _____

Phone _____ Fax _____

Website _____ Company Email _____

Contact Name (All correspondence will be sent to this individual) _____ Title _____

Contact Email _____ Contact Phone _____

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.)	Rate Per Sq. Ft.
<input type="checkbox"/> 601+	\$71
<input type="checkbox"/> 401-600	\$72
<input type="checkbox"/> 201-400	\$73
<input type="checkbox"/> 100-200	\$76

*Exhibitors will be granted an allotment of five (5) Standard Pass badges per 10' x 10' exhibit.

EXHIBIT SPACE – ACADEMIC*

Booth size (in Sq. Ft.)	Rate Per Sq. Ft.
<input type="checkbox"/> 100+	\$25

*Exhibitors will be granted an allotment of two (2) Standard Pass badges per 10' x 10' exhibit.

EXHIBIT SPACE – SMALL BUSINESS & NON-PROFIT*

Booth size (in Sq. Ft.)	Rate Per Sq. Ft.
<input type="checkbox"/> 100+	\$31

*Exhibitors will be granted an allotment of two (2) Standard Pass badges per 10' x 10' exhibit.

EXHIBIT SPACE – GOVERNMENT*

Booth size (in Sq. Ft.)	Rate Per Sq. Ft.
<input type="checkbox"/> 100+	\$41

*Exhibitors will be granted an allotment of two (2) Standard Pass badges per 10' x 10' exhibit.

10 x 10 = 100 sq. ft. | 10 x 20 = 200 sq. ft. | 20 x 20 = 400 sq. ft. | 20 x 30 = 600 sq. ft. | 20 x 40 = 800 sq. ft.

COST CALCULATION

_____ sq. ft. x \$ _____ per sq. ft. = **BOOTH TOTAL \$** _____

Exhibit space purchase includes: 8' high background drapery, 36" high drapery dividers to define the boundaries of booth space, 7" x 44" booth identification sign with company name and booth number, one 6 ft. table, two chairs & wastebasket per 10' x 10' booth. **Carpet is required, but not included with your booth, and must be purchased separately. Refer to the Exhibitor Service Manual for purchase information.**

EMPLOYER ACTIVATION PLAN

Green \$9,000 **Blue \$6,000** **Red \$3,000**

Cost is in addition to exhibit space.

PLAN TOTAL \$ _____

ADDITIONAL ITEMS

Virtual Career Fair Package \$2,500 Cost is in addition to exhibit space.

Employment Network Interview Spaces

_____ of Additional Interview spaces @ \$1,500 each: **TOTAL \$** _____

PAYMENT INFORMATION - TOTAL AMOUNT 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: A non-refundable deposit of fifty percent (50%) of the total Exhibit Space and Employer Activation Plan charges is due within **30 days** of signature. Remaining balance is due by **March 31, 2018**. If contract signed after March 1, 2018, **full balance** is due at signing to guarantee 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: NBMBAA Show Management 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 _____ 3rd 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.

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

- Company logo, booth number and profile in Conference Materials
- Online floor plan listing upgrade, including ability to add a video
- (3) interview spaces in the NBMBAA Employment Network
- (5) Conference Job Match job postings (July-October 2018) with resume database access
- (10) Standard Pass registrations
- Conference App: Push Notification and Enhanced Exhibitor Listing
- (3) Three Premium Pass registrations

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

- Company booth number and profile in Conference Materials
- (2) interview spaces in the NBMBAA Employment Network
- (4) Conference Job Match job postings (July-October 2018) with resume database access
- (4) Standard Pass registrations

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

- Company booth number and profile in Conference Materials
- (1) interview space NBMBAA Employment Network
- (2) Conference Job Match job postings (September 2018 only) with resume database access
- (4) Standard Pass registrations

NEW ADDITIONAL ITEM

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

- (2) VCFs (dates to be announced)
- Custom branded booth with logo
- (3) recruiter seats
- (3) job postings

INDUSTRY CATEGORY

Please refer to the NBMBAA 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.

1. _____ 3. _____

2. _____ 4. _____

FOR SHOW MANAGEMENT USE ONLY:

DATE RECEIVED _____

MIS NUMBER _____

ORDER NUMBER _____

Visit www.nbmbaa.org/conference for more information



2018 EXHIBITOR RULES AND REGULATIONS

OneVoice.
Mission.

Determined. Empowered. Tenacious. Respected. Objective. Inspirational. Trusted.

Detroit, Michigan | September 25-29, 2018

Please review the Rules and Regulations below. By signing the reverse side of this Exhibit Contract, you have constituted a binding agreement between the National Black MBA® (NMBAA) 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. NMBAA reserves the right to adjust the Rules and Regulations at any time without notice. Current Rules and Regulations are accessible online at www.nmbaa.org/conference for download to all confirmed Exhibitors.

1. Make All CHECKS payable to: NMBAA, 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 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 NMBAA, constitutes a contract for rental of the space assigned between NMBAA and the Exhibitor, provided.

3. Payment: Applications submitted prior to **March 1, 2018** must be accompanied by a deposit of fifty percent (50%) of the total Exhibit Space and Employer Activation charges, with the total balance due by March 30, 2018. Applications submitted after March 1, 2018 must be accompanied by full payment of the total Exhibit Space and Employer Activation Plan charges.

4. Booth Assignment: NMBAA has sole discretion in the assignment or reassignment of booth space. Exhibitor may not reassign or sublet assigned exhibit space, in whole or in part, without prior written permission of NMBAA. 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. NMBAA 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 NMBAA, 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 NMBAA. 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: NMBAA C/O 1430 Spring Hill Road, 6th Floor, McLean VA 22102.

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

- Interviews may only take place in the designated, assigned company interview spaces purchased in the Employment Network Program.
- Interviews may only be conducted with registered delegates of the 38th NMBAA® Annual Conference and Exposition.

8. Relocation of Exhibits: NMBAA 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: Each exhibitor may provide its own exhibit furnishings, and may specify its own independent contractor for the installation and dismantling of its exhibit. Exhibitors must notify the Official General Services Contractor in writing by August 1, 2018 of its intent to use the services of contractors other than those select by NMBAA listed in the Official Exhibitor Services Kit. The Exhibitor is responsible for ensuring that any exhibitor appointed contractors have secured and are maintaining Insurance as described in section 13 of this agreement. Exhibitor shall secure a certificate of Insurance from its non-official contractors evidencing the required insurance and shall provide such certificate to NMBAA upon request.

10. Display Construction and Limitations: NMBAA bases the allocation of booth space by the designated plan selected in this application. Also review the Exhibitor Service Guide for current rules:

- Booth Construction:** NMBAA must approve any canopies or ceilings over the front half of the exhibit booth area no later than 30 days prior to the Annual Conference.
- Booth Signage/Decorations:** Nothing can be posted on, tacked, nailed, screwed or otherwise attached to columns, 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.
- 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.
- 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.
- Prize drawings and promotions:** Prize drawings will be allowed within the guidelines furnished by NMBAA. 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 NMBAA Annual Conference. No person, firm or organization not having contracted with NMBAA 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 NMBAA.

l) **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 NMBAA 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 NMBAA will provide twenty-four (24) hour security from Monday through Friday, protection of the property and insurance thereof are the Exhibitor's sole responsibility. Exhibitor agrees that NMBAA has no obligation to provide security services and NMBAA 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 NMBAA, 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) **Removal of Hand Carried Bulk Materials:** Signed Removal Passes will be required of exhibitors and attendees to remove any bulk material from the Exhibit Floor. Removal Passes are available from Career Expo Security.

13. Exhibitor Insurance: The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract comprehensive general liability insurance against claims of bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability, with combined single limits of not less than \$2,000,000. Such insurance shall name NMBAA and Naylor Event Solutions as additional insured.

Workers Compensation and Occupational Disease Insurance shall be in full compliance with all federal and state laws, covering all Exhibitors' employees engaged in the performance of any work for the exhibitor.

All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the exhibit hall. By signing this Agreement, Exhibitor verifies that it has procured and is maintaining Insurance as described in this clause. Exhibitor shall furnish a certificate of Insurance evidencing the required Insurance upon request.

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 NMBAA 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 NMBAA 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 Installation and Dismantling: The exhibit installation schedule on the location of your booth. Target move-in dates are published in the Exhibitor Service Kit. Exhibit displays must be fully set and ready by 4 p.m. on **Wednesday, September 26, 2018**. After that time, any unattended booth will be set up at the discretion of NMBAA Career Expo. NMBAA reserves the right to re-assign any un-set space after 4 p.m. on Wednesday, September 26, 2018.

Carpeting of your booth is required and is available for rent at the exhibitor's expense through the Exhibitor Service Kit.

Exhibitor displays must not be dismantled or packed in the preparation for removal prior to the official closing time of 3:00 p.m. on Friday, September 28, 2018. Every exhibitor must be fully staffed and operational during the entire Career Expo. **Any Exhibitor dismantling prior to the official closing time will be fined \$500.**

The deadline for dismantling of displays is 4 p.m. on Saturday, September 29, 2018. At that time all exhibit displays or material left in the booths will be packed and shipped at the sole discretion of NMBAA and all related expenses will be charged to the Exhibitor.

17. Annual Conference Postponement and/or Cancellation:

NMBAA, 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. NMBAA 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 NMBAA 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 NMBAA is neither liable nor responsible for communicating modifications; it is understood all modifications deemed necessary have been ratified by all Consortium parties. NMBAA Partner Development and Show Management via email to pd@nmbaa.org and 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, 2017. If space is not secured by contract at that point, NMBAA has the right to reduce, adjust or otherwise reconfigure Consortium space in the best interest of the Career Expo.

20. Conference Materials: To be listed in the printed 2018 Conference Materials, NMBAA must receive the completed space application and full payment by July 16, 2018.

21. Character of the Annual Conference: NMBAA 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.

NATIONAL
BLACK
mba
ASSOCIATION, INC.
Empowering Visionaries.

400 W. Peachtree St. NW,
Suite 203
Atlanta, GA 30308