

# TERMS AND CONDITIONS FOR THE EXHIBIT HALL AT THE "SHAPING OUR STORY" CONFERENCE

This is a joint conference of the Presbyterian Church Camp and Conference Association and the Presbyterian Youth Workers' Association. This collective will be referred to as the "Shaping Our Story" Conference or the Conference in the bullets below.

**1. APPLICATION AND CONTRACT.** Registering as an exhibitor is acknowledging the agreement to the terms of the Application and Contract for space. This indicates that you have read, understand, and are willing to abide by the Terms and Conditions as set forth by the "Shaping Our Story" Conference. You also assume responsibility for sharing these policies with all persons attending the event on your company's behalf and will provide that they will follow these policies. The Application and Contract can be revised only upon written agreement of both parties.

**2. ADMISSIONS.** The "Shaping Our Story" Conference reserves the right to refuse exhibit space to any applicant for any reason. In addition, the Conference reserves the right to refuse exhibit space to any exhibitor if, after the acceptance of the APPLICATION AND CONTRACT, information should come to the attention of the Conference, which in the reasonable sole judgment of the Conference, demonstrates that the proposed exhibit would be inconsistent with the principles espoused by the Conference, unfavorable to the public reputation of the Conference, or not beneficial to or for the attendees of the "Shaping Our Story" Conference. In the event the Conference should exercise this right, any exhibit fees paid to the Conference shall be refunded, except if the denial of exhibit space shall be for failure or refusal of the exhibitor to comply with the terms set forth elsewhere in this APPLICATION AND CONTRACT, the denial of exhibit space shall then be treated as a cancellation by the exhibitor.

**3. ASSIGNMENT OF SPACE.** The "Shaping Our Story: Conference will do everything in their power to avoid placing direct competitors in adjacent booths. Although an exhibitor may choose up to five possible locations for their exhibit space, the Conference reserves the right to shift space at any time if, in the Conference's sole judgment, it becomes necessary to do so. The Conference leaders reserve the right to make such modifications in the published floor plan as may be necessary to meet the needs of exhibitors and the "Shaping Our Story" Conference as a whole.

**4. CANCELLATION.** In the event the Conference has assigned space and the exhibitor desires to cancel the contract, the Conference will refund the exhibitor fees (minus a \$100 processing fee) if written notification is received by the Conference on or before September 3, 2021. No refund will be made for exhibitors who cancel after September 3, 2021. There are no refunds for sponsorship opportunities, unless the conference is cancelled.

**5. INSTALLATION AND DISMANTLING.** In the event that an exhibitor fails to occupy their space by 11:30am on Wednesday, November 10, 2021, all obligations of the Conference to exhibitor hereunder shall cease and the Conference shall have the right to use said space to suit its own convenience, including offering the space to another exhibitor without any rebate or allowance to the defaulting exhibitor. Early booth breakdown is strictly prohibited. The exhibitor agrees not to dismantle their exhibit or do any packing before the final closing hour of the exhibit hall. Goods must be packed for shipment by the exhibitor immediately following the close of the exhibit hall.

**6. VISITORS.** The "Shaping Our Story" Conference is not open to the public. The Conference shall have the sole control over all admissions. All persons visiting the exhibition area will be admitted according to the rules and regulations of the "Shaping Our Story" Conference as issued or amended by the authorized representatives of the Conference.

**7. SUBLETTING SPACE.** No exhibitor shall assign, sublet, or share the space allotted without written consent of the Conference.

**8. PROHIBITED ACTIVITIES.** The exhibitor shall not conduct or permit any activities which (a) are prohibited by any applicable law, regulation, rule, or ordinance; (b) endanger the health or safety of any persons or property; (c) interfere in any way with any other exhibitors; or (d) are inconsistent with rules, regulations, policies, or procedures of the "Sharing Our Story" Conference or Montreat Conference Center.

**9. SHIPMENT OF EXHIBITOR MATERIALS.** If you would like to ship items to the conference, those may be sent to:

For the U.S. Postal Service

*Montreat Conference Center, P.O. Box , Montreat, NC 28757, ATTN: Sarah Akin - Sharing Our Story Exhibit Hall*

For FedEx or UPS Shipments

*Montreat Conference Center, 401 Assembly Drive, Montreat, NC 28757, ATTN: Sarah Akin - Sharing Our Story Exhibit Hall, Phone: 800.572.2257*

Please make arrangements for items to arrive no sooner than Wednesday, November 3.

**10. CONFERENCE CENTER EXHIBIT SPACE.** The exhibitor must return in the same condition as he or she found all Montreat Conference Center property and space used during the "Shaping Our Story" Conference. Nothing shall be posted, nailed, screwed, or otherwise attached to walls, floors, or other parts of the building or furniture. When damage occurs, the exhibitor is liable to the owner of the property so damaged.

**11. SECURITY.** While the "Shaping Our Story" Conference will have staff to maintain a watch before, during, and after the conference exhibit hall, these staff members, the Conference, and Montreat Conference Center shall not be liable for any damage or theft to the exhibitor's display or property.

**12. LIMITATION ON PROMOTION AND DEMONSTRATIONS.** During the "Shaping Our Story" Conference, all demonstrations, promotional activities, and distribution of circulars, catalogs, or other promotional materials must be confined within the limits of the exhibit booth(s) in the exhibition areas or of other locations approved by the Conference. The playing of loud music, videos, films, or the like, or any other loud or distracting activity that could be objectionable or disturbing to neighboring exhibitors and/or attendees is prohibited.

**13. COPYRIGHTS.** The exhibitor warrants that all copyrighted material to be performed or played during the "Shaping Our Story" Conference or is submitted for inclusion in their exhibitor directory listing has been duly authorized or licensed by the copyright owners or their representatives and agrees to indemnify and hold the Conference harmless from any and all claims, losses, expenses, including legal fees, which might arise from questions of use of any such material described above.

**14. USE OF SPACE.** The exhibitor's display, equipment, and materials shall be confined to the actual dimensions of the booth space contracted for. Height of display should not be such that it could be objectionable to other neighboring exhibitors. Aisles may not be used by the exhibitor. Displays shall not be placed in such a manner as to block, shield, or interfere in any way with other exhibits. The exhibitor is responsible for maintaining a neat and clean booth.

**15. CHARACTER OF EXHIBITS.** The "Shaping Our Story" Conference reserves the right to restrict, prohibit, reject, or evict anything without assigning any cause therefor. This reservation covers persons, things, conduct, printed matter, or anything of a character, which in the reasonable judgment of the Conference, is inconsistent with the principles espoused by the Conference or unfavorable to the public reputation of the Conference, and therefore should be restricted, prohibited, rejected, or evicted. In the event of such restriction, prohibition, rejection, or eviction, the "Shaping Our Story" Conference is not liable for any refunds, rentals, or other exhibit-related expenses.

**16. EXCLUSIONS.** Firms or organizations not assigned space in the exhibit area will be prohibited from exhibiting or soliciting business within the areas of the "Shaping Our Story" Conference. Smoking and alcoholic beverages are not permitted on the exhibit hall floor.

**17. INSURANCE.** The exhibitor understands that neither "Shaping Our Story" Conference nor the Montreat Conference Center maintain insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

**18. LIMITATION OF LIABILITY.** The exhibitor assumes responsibility and agrees to indemnify and defend the "Shaping Our Story" Conference and Montreat Conference Center, and their respective directors, officers, employees, and volunteers against any claims or expenses arising out of the use of the exhibition premises. The exhibitor by its execution of this contract expressly waives the right to claim any such excluded liabilities against the Conference and its respective employees, officers, and volunteers, and acknowledges that it will neither hold nor attempt to hold the organization or any such person liable for any cause whatsoever other than injuries or damages occasioned directly and proximately by the substantial negligence of such persons. Further, neither the Conference, nor their respective employees, officers, or volunteers shall be liable for failure of the scheduled "Shaping Our Story" Conference to be held due to fire, water damage, public emergency, strikes, other labor disputes, boycotts, cancellation of facility contracts, global pandemics, or acts of God beyond the power or control of the Conference to prevent. Further, neither the Conference, nor their respective employees, officers or volunteers shall be liable for any failure or unavailability of utilities or any conference center services or personnel. In the event that the Conference, or any of its representatives, shall receive a claim or complaint, which in part or in whole arises from exhibitor's actions or failure to act, exhibitor shall indemnify and hold the Conference, its employees, officers, and volunteers harmless from any claim, loss, or liability resulting therefrom. The exhibitor assumes responsibility and agrees to indemnify and defend "Shaping Our Story" Conference and Montreat Conference Center, and its respective directors, officers, employees, and volunteers against any claims or expenses arising out of the use of the exhibition premises.

**19. TERMINATION.** The "Shaping Our Story" Conference reserves the right to cancel the event at any time and for any reason in its sole discretion. In the event of such cancellation, the exhibitor's sole remedy shall be the refund of exhibit fees previously paid to the Conference. Under no circumstances shall the Conference be liable for consequential, special, or incidental damages. Failure of the exhibitor to comply with any term or provision of this contract may, in the sole and absolute discretion of the Conference, result in the immediate termination of the contract and forfeiture of all payments made by the exhibitor to the "Shaping Our Story" Conference.

**20. CONSENT TO USE OF LIKENESS OR IMAGES.** Registration and attendance at, or participation in, the "Shaping Our Story" Conference constitutes an agreement by the registrant to the Conference's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities for any of its purposes, promotional or otherwise.