TERMS AND CONDITIONS OF THE EXHIBIT HALL AT THE 2022 PCCCA ANNUAL CONFERENCE

The Presbyterian Church Camp and Conference Association is responsible for this event and will be referred to as “PCCCA” and the “association” in the text 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 PCCCA. You also assume responsibility for sharing these policies with all persons attending the event on your company’s behalf and making sure they follow these policies. The Application and Contract can be revised only upon written agreement of both parties.

2. ADMISSIONS. PCCCA reserves the right to refuse exhibit space to any applicant for any reason. In addition, the association 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 PCCCA, which in the reasonable sole judgment of the association, demonstrates that the proposed exhibit would be inconsistent with the principles espoused by PCCCA, unfavorable to the public reputation of the association, or not beneficial to or for the attendees of the Annual Conference. In the event PCCCA should exercise this right, any exhibit fees paid to the association 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. PCCCA 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 association reserves the right to shift space at any time if, in PCCCA’s sole judgment, it becomes necessary to do so. The association reserve the right to make such modifications in the published floor plan as may be necessary to meet the needs of exhibitors and the Annual Conference as a whole.

4. CANCELLATION. In the event PCCCA has assigned space and the exhibitor desires to cancel the contract, the association will refund the exhibitor fees (minus a $100 processing fee) if written notification is received by PCCCA on or before September 30, 2022. No refund will be made for exhibitors who cancel after September 30, 2022. There are no refunds for sponsorship opportunities.

5. INSTALLATION AND DISMANTLING. In the event that an exhibitor fails to occupy their space by 11:45am on Tuesday, November 15, 2022, all obligations of PCCCA to the exhibitor hereunder shall cease and the association 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. If the exhibitor leaves pre-labeled items to be shipped out when FedEx, UPS, etc. make their pickup at Heartland Center, PCCCA and Heartland Center shall not be liable for any damage to or theft of the exhibitor’s items.

6. VISITORS. The PCCCA Annual Conference is not open to the public. PCCCA 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 PCCCA as issued or amended by the authorized representatives of the association.

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

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 PCCCA.

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

Heartland Center, 16965 NW 45 Hwy, Parkville, MO 64152, ATTN: PCCCA Exhibit Hall
816.891.1078

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 Heartland Center property and space used during the PCCCA Annual 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 PCCCA will have staff to maintain a watch before and during the conference exhibit hall, these staff members, PCCCA, and Heartland Center shall not be liable for any damage to or theft of the exhibitor’s display or property.

12. LIMITATION ON PROMOTION AND DEMONSTRATIONS. During the PCCCA Annual 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 association. 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 PCCCA Annual 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 association 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. PCCCA reserves the right to restrict, prohibit, reject, or evict anything without assigning any cause therefore. This reservation covers persons, things, conduct, printed matter, or anything of a character, which in the reasonable judgment of the association, is inconsistent with the principles espoused by PCCCA or unfavorable to the public reputation of the association, and therefore should be restricted, prohibited, rejected, or evicted. In the event of such restriction, prohibition, rejection, or eviction, PCCCA 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 PCCCA Annual Conference. Smoking and alcoholic beverages are not permitted on the exhibit hall floor.

17. INSURANCE. The exhibitor understands that neither PCCCA nor the Heartland 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 PCCCA and Heartland 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 association 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 PCCCA, nor their respective employees, officers, or volunteers shall be liable for failure of the scheduled Annual 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 association to prevent. Further, neither PCCCA, 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 association, 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 PCCCA, its employees, officers, and volunteers harmless from any claim, loss, or liability resulting therefrom.

19. TERMINATION. PCCCA 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 association. Under no circumstances shall PCCCA 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 association, result in the immediate termination of the contract and forfeiture of all payments made by the exhibitor to PCCCA.

20. CONSENT TO USE OF LIKENESS OR IMAGES. Registration and attendance at, or participation in, the PCCCA Annual Conference constitutes an agreement by the registrant to the association's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videos, electronic reproductions. and audio recordings of such events and activities for any of its purposes, promotional, or otherwise.