

Exhibitor Terms & Conditions

Exhibitor/Sponsor/Advertiser Cancellations

There are **NO REFUNDS** once NCA has accepted your exhibitor/sponsor/advertiser application.

Exhibit Hours and Staffing

Exhibits must be staffed at all times during exhibit hours. Exhibitors are advised to be in their booths fifteen (15) minutes prior to show opening each day. As a courtesy to the attendees and your fellow exhibitors, NCA requests strict adherence to the opening and closing hours. Deliveries or removal of equipment must be made before or after exhibit hall hours. The exhibit hall will be locked during non-exhibitor hours. NCA will not be responsible for any lost or stolen items.

All exhibit booth staff must be identifiable by a conference issued lanyard. Delivery staff must be identifiable by a company shirt or visible company ID Badge.

All exhibit booth staff must comply with all Conference Attendee Policies posted on the conference website.

Booth Space

Applications for exhibit space are subject to the approval of the NCA Conference Committee. Exhibitors are asked to keep all signage, materials, and furnishings within the allotted space. Exhibit space may be selected with full payment during the booth selection period.

Booth selection will be made in priority order determined by NCA's partner point system awarding points for past participation, level of participation and year around support.

Sharing Space

NCA does not allow sharing of exhibitor space with other companies/organizations.

Distribution of Food Samples

Exhibitors may distribute snack size food samples during exhibit hall hours at no charge. Snack size samples are individual small portions, such as yogurt in a 6oz.container, mandarin oranges in snack size bowl, single snack bag, single serving of whole grain snack crackers, or small orange juice. Food samples must meet the USDA CACFP and/or SFSP meal pattern requirements or have prior approval from the NCNC conference team.

Unofficial Functions, Promotional Events or Hospitality Suites

NCA must approve all social functions, promotional events, or hospitality suites that are not officially part of the 2025 National Child Nutrition Conference. NCA prohibits any type of event at a time that conflicts with any conference event, program, workshop, or exhibit hall function.

Compliance with Laws

Each Exhibitor will agree to comply with all applicable Federal, State, and local laws, ordinances, rules and regulations including all fire codes and health regulations.

Insurance

Exhibitor shall obtain insurance coverage to protect it against injury, losses, damages or liabilities in connection with its participation in 2025 National Child Nutrition Conference, including without limitation, a portal-to-portal rider on its own insurance policy to protect against losses or damages in connection with 2025 National Child Nutrition Conference. The Exhibitor understands that neither NCA, nor **Hilton Anatole Hotel** maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

Liability

Exhibitor assumes full responsibility for its participation in 2025 National Child Nutrition Conference and hereby agrees to protect, indemnify, defend, and hold harmless National CACFP Sponsors Association (NCA) and the **Hilton Anatole Hotel** to include their respective directors, officers, employees, shareholders, agents and representatives (collectively, the "INDEMNIFIED PARTIES" and individually an "INDEMNIFIED PARTY") from and against any and all claims, damages, losses, costs and expenses of any kind, (including reasonable attorney fees and costs incurred by an INDEMNIFIED PARTY) arising out of or resulting from the use or occupancy of the Hotel Premise by Exhibitor its officers, employees, members, guests, customers, and invitees, including, without limitation, injury to or death of any person, damage to or destruction of any property, real or personal (including but not limited to property owned, leased or under the control of Hilton Hotels and Resorts, Inc). The undersigned shall not be obligated to indemnify INDEMNIFIED PARTIES for matters arising from the gross negligence or willful misconduct of an INDEMNIFIED PARTY.

Third Party Contractors

If Exhibitors uses any third-party contractors in connection with activities of the 2025 National Child Nutrition Conference, Exhibitor shall submit a copy of the Third-Party Contract by April 1, 2025. Exhibitors using third party contractors agree to and shall indemnify, defend, and hold harmless NCA and the **Hilton Anatole Hotel** to include their respective directors, officers, employees and agents ("Representatives") from and against all claims, losses, and damages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by such third-party contractors' activities in connection with 2025 National Child Nutrition Conference.

Reservation of Rights

Show Management (NCA) reserves the right to take any action that is reasonably necessary, as determined by Show Management's sole discretion, for the protection of the 2025 National Child Nutrition Conference and attendees.

Governing Law

This contract shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Texas, without giving effect to principles of conflict of laws.

Selling of Products and Services

Sales and order taking are permitted provided that all transactions are conducted in a manner consistent with the professional nature of the exhibits. Exhibitors are responsible for any and all licenses or permits required by law, as well as the payment of any taxes from sales.

Prohibited Promotional Practices

- Giveaway items that do not comply with stated policy.
- Canvassing or distributing any material outside the exhibitor's own space.
- Contests, lotteries, raffles or games of chance, as well as the display or promotion of special discount offers.

Prohibited Practices

- Entering another exhibitor's booth or taking photographs of another exhibitor's booth without permission.
- The use of balloons with helium or glitter products.
- The use of stoves and deep fryers.
- All hazardous materials and chemicals.
- Smoking and vaping in any of the service hallways or public areas by any Exhibit or Production staff. This includes the loading dock.

*Relevant portions of the foregoing prohibited practices are applicable to non-exhibitors at all times.