

# **2022 Exhibitor Rules & Regulations**

## 1. Exhibition Sponsorship and Management.

This exhibition is produced by and is the property of the Louisiana Credit Union League (LCUL). LCUL will provide exhibition management and attendance promotion.

## 2. Contract for Space.

LCUL's acceptance of the order for booth space and payment in full of the fee price by exhibitor constitutes a contract for rental of the exhibit space assigned. Any exhibitor failing to occupy their space is NOT relieved of the obligation to have paid the full rental price or automatically entitled to a refund thereof. (See No. 4 below). This contract will not be binding on either party in the event of strikes, acts of God, warfare insurrection, or other circumstances beyond such party's control. Application for space must be accompanied by full payment of amount due (cost of space, less any deposit made). Checks should be made payable to: *Louisiana Credit Union League*.

Included in the cost of booth space is: One (1) 8'x 10' piped and draped booth, two (2) chairs, one (1) draped table, one (1) identification sign, and one (1) wastebasket. Cost does not include payment for electrical or any other work not specifically mentioned herein as being included. Electrical and other work must be arranged directly either with the set up company or with the convention facility where the exhibits are located. LCUL assumes no responsibility for electrical, telephone lines, computer lines, or other such work contracted between exhibitor and convention facility/set up company.

#### 3. Space Assignment.

Allocation of available space will be made on a **first come, first served basis** at the sole discretion of LCUL after all the contracts and fees are received by LCUL. If space is not available at the time contract and fees are received, exhibitor will be notified and fees will be returned. LCUL reserves the right to move a booth if deemed necessary. LCUL will make every effort not to locate direct competitors next to or directly across from each other and to accommodate the wishes of the exhibitor if possible. LCUL has the right to determine the eligibility of any exhibitor and reserves the sole control over admission. These terms and regulations are established for the mutual protection of LCUL and the exhibitor. LCUL reserves the right to make changes in the time schedule or in the general plan of the exhibits as may be deemed necessary and in the best interest of LCUL, the exhibitors, and convention attendees.

#### 4. Cancellation or Withdrawal.

All cancellations must be received in writing by LCUL no later than **two weeks** prior to the opening date of exhibits. No refunds in whole or in part will be made for cancellations received after this time. LCUL will make every reasonable effort to work with and accommodate an exhibitor should an emergency situation occur.

#### 5. Occupancy of Space.

Set up may begin from 2:00 - 5:00 p.m. on Wednesday, August 3. For those that cannot make it on Wednesday, you will be allowed to set up Thursday morning from 7:30-9:00 a.m.

It is essential that all exhibits be completed and in place one hour before opening the doors. Should any rented space remain unoccupied at the opening time or at any time thereafter, LCUL reserves the right to re-rent, re-assign, or otherwise see that such space is occupied. This clause shall not be construed as affecting the obligation or an exhibitor to pay the full amount of fees provided for in the contract space, or shall it affect the right of LCUL to retain, as liquidated damages, the whole or any part of the rental received. NO DISMANTLING OR PACKING OF EXHIBITOR IS ALLOWED PRIOR TO THE CLOSING TIME, NOR SHALL EXHIBITS BE UNOCCUPIED PRIOR TO CLOSING TIME, WHICH IS FRIDAY, AUGUST 6 AT 10:30 A.M.

The aisles and other spaces in the exhibit area are not included in the lease to exhibitors and are under control of LCUL. Displays, distribution of literature and any other type of activity shall be conducted inside the contracted booth space. Nothing shall be tacked, nailed, screwed or otherwise attached to columns, walls, floors, or other parts of the building, which would cause damage to the building. Signs, rails, materials, etc. will not be permitted to intrude into or over aisles or obstruct other exhibits. Standing in the aisle in front of the other exhibitors for advertising/soliciting purposes, or in any other way obstructing other exhibitors is prohibited. Sound and other noises, other than normal speaking levels, should not disturb other exhibitors.

#### 6. Exhibitor Representatives.

Each exhibitor organization must name at least one person to be its official representative, with authorization to enter into such service contracts as necessary for the installation and removal of exhibits and the provision of services for which the exhibitor organization will be responsible. At least one person must be in the exhibit booth during all hours the exhibit is open. Two people will be permitted for each exhibit space purchased. Due to CDC guidelines, no exhibitor will be allowed to have more than two representatives.

#### 7. Character of Exhibits.

LCUL reserves the right to judge the appropriateness of any exhibit and to decline to permit an exhibitor to conduct or maintain an exhibit if, in the judgment of LCUL, the exhibit or proposed exhibit shall in any way be deemed reasonable offensive, unsuitable, or detract from the character of the exhibition as a whole. This reservation relates to persons, conduct, article of merchandise, printed materials, catalogs, souvenirs, and other related items, without limitation, which may negatively affect the character of the exhibit areas or the convention. In the event LCUL determines that if the conduct of an exhibitor, its employees, agents, or assignees, is not in keeping with the character of the exhibition, LCUL may terminate the contract for space exhibitor at any time if exhibitor does not cure following notice, and remove or cause to have removed any exhibitor, its employees, agents, and all of the property of the exhibitor.

#### 8. Solicitation by Non- Exhibitors.

Persons connected with any non-exhibiting organizations are prohibited from any dealing, soliciting, or exhibiting within the exhibit area or convention facilities. LCUL will not permit any company or organization to send representatives for the purpose of selling or establishing

contacts as done by the exhibitors leasing space. All convention exhibitors must have leased space. Exhibitors are urged to report any violations of this rule to LCUL staff immediately.

## 9. Liability and Insurance/Security and Safety.

LCUL will exercise reasonable care for the protection of exhibitors' materials and displays, and will provide security therefore. LCUL will provide security service on a 24-hour basis for the duration of the exhibit hours. However, the exhibitor, on signing the contract, and agrees to indemnify and hold harmless, against any and all claims for any loss, damage, or injury caused solely by exhibitor. Exhibitors desiring to carry specific insurance on their exhibits, or special security precautions, should arrange for it at their own expense. Exhibitors agrees to defend LCUL against any third party claim arising directly out of exhibitors violation of any U.S. Federal law or ordinance, whether occasioned by the negligence of the exhibitor or those holding under the exhibitor, as well as to comply with the applicable terms and conditions contained in the agreement between the exhibitor and LCUL regarding exhibition premises. Further, exhibitor shall at all times protect, indemnify, save, and hold harmless LCUL against any and all loss, cost, damage, liability, or expense arising from any accident or other occurrence to anyone, including the exhibitor, its employees, agents, business entities, or assignees, which arise from or out of said exhibitor's occupancy. Any use of acoustical materials, plastic cloths or any other similar materials generally considered to be easily ignited shall be flame retarding to the satisfaction of the applicable fire department. Aisles and exits must be kept clear and free of obstructions for safety of all persons. LCUL may terminate contract if the premises where the convention is to be housed is destroyed, damaged, fails to take place as scheduled, relocated, interrupted, discontinued, or access to the premises is prevented or interfaced with by reason of strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, of for any other reason. In the event of such termination, exhibitor waives any and all damages and claims for damages, and agrees that the sole liability of LCUL shall be return the exhibitor's booth rental fee to exhibitor, if so requested in writing by exhibitor. In no event, will exhibitor be liable for any indirect consequential, special, or punitive damages or for loss of goodwill.

#### 10. List of Exhibitors.

LCUL will provide a list of participating exhibitors for the LCUL participants in attendance at the convention. Type and style of such list of exhibitors will be at the sole discretion of LCUL.

# 11. Standard Arbitration Clause.

Any controversy or claim arising out of contract, or the breach thereof, shall be governed by the laws of the State of Louisiana, and settled by the arbitration in accordance with the Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

# 12. General

- Exhibitors shall not conduct outside activities that would take qualified attendees from the official function of the convention and/or exhibition.
- Hospitality suites may not be open during educational sessions, as outlined in the convention agenda.
- Food products or beverages distributed by exhibitors in their individual booth should be wholesome, edible, and fresh. Any illness and resulting liability arising from the

consumption of such food product or beverage will be the sole responsibility of the exhibitor distributing the said product.

- Exhibitors agree to treat all convention attendees with courtesy and not to discriminate against any person for any reason.
- Exhibitors agree not to assign or sublet the whole or any portion of the booth space covered by this contract except to an affiliate. No two companies of different ownership or distinction may share a single booth space without the prior written consent of LCUL unless such entities are affiliates.
- These terms constitute the entire agreement of the parties as to the subject matter herein. Any modifications are only effective if in writing signed by both parties.

Should you have any questions or concerns, please contact one of our convention team members at <u>convention@lcul.com</u> or (504) 736-3650.