

2022 Canopy Realtor® Association EXPO ("EXPO")

Terms and Conditions

APPLICATION AND ELIGIBILITY: Application for sponsorship or exhibitor space must be made on this on-line registration application form provided by the Canopy Realtor® Association, Inc. ("Association"); must contain all information requested and must be executed by an individual who has the authority to act for the applicant ("Exhibitor"). The Association reserves the right, in its sole discretion, to limit the types of companies and products represented, to accept or reject applications and to assign booth space as the Association deems appropriate. By **April 17, 2023** sponsors must submit a company logo for use in printed and computer graphic material (unless otherwise indicated by Exhibitor criteria). The logo must be high resolution and suitable for use in printed materials. Sponsors should send logos to marketing@canopyrealtors.com.

PAYMENT DATES: If paying by credit card, payment in full is due at the time of on-line registration. If paying by check, full and final payment must be received no later than 5 business days after completing the on-line registration. Failure to submit credit card information on-line or failure to submit payment by check by the due date will result in forfeiture of Exhibitor space.

CANCELLATION OF BOOTH SPACE/LOSS OF PAYMENT: In the event the Exhibitor cancels or otherwise notifies the Association of its intent to cancel this registration prior to **May 3, 2023**, the Association shall retain fifty-percent (50%) of the exhibit booth price as liquidated damages. If the Association receives such cancellation notice on or after **May 3, 2023**, the Association shall retain the full exhibit booth price as liquidated damages.

BOOTH FURNISHINGS, EQUIPMENT AND SERVICE: A uniform style exhibit booth will be provided with pipe, drape, one table and two chairs. Exhibitor is responsible for any additional charges for additional equipment. Exhibitors are responsible for ordering electrical and/or internet access through Smart City - Charlotte Convention Center Services. All exhibit decorations and storage shall be subject to such other rules, regulations or restrictions as may be prescribed by the Charlotte Convention Center.

EXHIBIT GUIDELINES: Exhibit displays must not project so as to obstruct the view of an adjacent booth. All exhibit materials must remain within the Exhibitor's booth space. Any Exhibitor exceeding the limitations may be asked to dismantle or remove that portion from the exhibit.

ASSIGNMENT OF BOOTH SPACE: Booth space will be assigned by the Association in its sole discretion as applications and payments are received, and accepted. The Association reserves the right to make and/or to change all booth assignments, as it deems appropriate.

PROGRAMS: Exhibitors will be recognized in the Exhibitor portion of the printed program, which is to be distributed to all attendees at the EXPO. Please note that **May 3, 2023** is the final deadline for Exhibitor Application forms and payments in order for an Exhibitor to be included in the program.

DISMANTLING AND STAFFING OF EXHIBITS: Exhibit booths must be staffed during all open hours and no Exhibitor will be permitted to dismantle an exhibit prior to the close of the EXPO. Exhibits are to be dismantled after the live entertainment, from 5 to 6:30 p.m. Any Exhibitor violating this regulation may be denied exhibit space in future Association expositions.

EXHIBIT STAFF REGISTRATION: Each Exhibitor is provided with complimentary badges as outlined in the Sponsorship and Exhibitor Opportunities Guide. Extra badges can be purchased at an additional cost as outlined in the Guide. The Exhibitor badge permits registrants to gain admittance to the EXPO and receive continental breakfast and a box lunch. Exhibitors must pick up their badges and meal/drink tickets at Move-in Installation on **May 31, from 1:00 – 6:00 p.m.** or **June 1 from 7:00 – 9:00 a.m.** Exhibitor badges are not transferable.

FAILURE TO OCCUPY SPACE: Any space not occupied by **9 a.m. on June 1, 2023**, shall be forfeited by Exhibitor and the space may be resold, reassigned, or used by the exhibit staff without refund, unless a written request for delayed occupancy has been received by the Association office by **May 29, 2023** and written approval granted. In addition, the Association reserves the right to reject future applications for booth space at future Association expositions if an Exhibitor fails to staff its exhibit booth during all open show hours.

LIABILITY FOR DAMAGES OR LOSS OF PROPERTY: Exhibitor expressly represents that its exhibit and all materials used in the exhibit comply with all fire and safety regulations adopted by all applicable governmental agencies and the Charlotte Convention Center. Exhibitor agrees that it shall indemnify, defend and hold harmless the Association, its officers directors, members and employees from and against any and all damages, claims, losses, costs (including attorneys' fees), expenses, obligations and liabilities, resulting from or arising out of or in connection with Exhibitor's participation in the EXPO including, but not limited to, Exhibitor's acts or omissions constituting negligence or misconduct, or failure of Exhibitor to comply with these Terms and Conditions and the terms of any other applicable agreement between Exhibitor and Association and/or the Convention Center.

SECURITY: While the Convention Center and the Association shall use reasonable efforts to have the exhibit hall secured during non-EXPO hours, the Association does not guarantee or insure that the exhibit hall shall be so secured and does not assume responsibility for the safety of property left in the exhibit hall at any time. Exhibitors agree that they are solely responsible for valuables and other possessions left in an exhibit booth.

SALES TAX LICENSE: Exhibitors intending to sell products during the EXPO must possess any and all applicable business licenses.

INSURING THE EXHIBITS: The Association will not provide insurance for Exhibitor's exhibits or display materials. Exhibitors are encouraged to insure their exhibits, merchandise and display materials against theft, fire, etc. at their own expense.

SUBLETTING BOOTH SPACE: Exhibitors may not assign, sublet or apportion all or any part of their booth space without the prior written approval of the Association. The Association reserves the right to charge additional fees to Exhibitors wishing to assign, sublet or apportion all or any part of their booth.

FORCE MAJEURE: If for any cause beyond the control of the Association such as, but not limited to, the destruction of exhibit facilities by an act of God, war, strikes of labor dispute, civil disturbance, terrorism or threat of terrorism, authority of law, disaster, fire, earthquakes, hurricanes or other force, the Association is unable to comply with terms of this Agreement and deliver the space allotted hereunder, this Agreement shall be considered terminated and any payments made hereunder by Exhibitor shall be refunded to Exhibitor, less expenses incurred by the Association to the date of termination.

MISCELLANEOUS: Exhibitor expressly agrees to be bound by all the terms, conditions and specifications herein listed and by all other rules and regulations established by the Association from time to time thereafter modified, and expressly agrees that this Agreement and such rules and regulations contains the entire agreement between the parties hereto and supersedes any prior agreements, written or oral. This Agreement shall be interpreted under the laws of the State of North Carolina.

The Association is responsible for the management of the EXPO and is the sole decision-maker on all aspects of the EXPO.