

# 2024 AFCPE® Symposium Exhibitor Agreement

## EXHIBITOR ORGANIZATION:

### 1. Parties

The Association for Financial Counseling and Planning Education® (hereinafter also referred to as "AFCPE®") shall mean it and its officers, agents or employees active for it, in the management of the AFCPE Symposium. "EXHIBITOR" shall mean the above referenced and undersigned individual/organization/agency and its officers, agents, representatives or employees participating in the AFCPE Symposium.

### 2. Agreement

EXHIBITOR accepts the terms of this EXHIBITOR Agreement (the "Agreement") upon submission of the online EXHIBITOR registration, which references this Agreement. In addition to the duties and obligations contained in this Agreement, the EXHIBITOR shall comply with all instructions of the HILTON COLUMBUS DOWNTOWN management, concerning use of the premises and services provided by the hotel.

### 3. Symposium Objectives

The principal purpose of the AFCPE® Symposium exhibits is to offer symposium attendees the opportunity to meet with organizations that offer tools and resources that support their work and professional development (the "Purpose"). EXHIBITOR agrees that all programs and materials will be national in scope and distribution since attendees from across the United States and abroad are expected to attend. No EXHIBITOR shall engage in any activity inconsistent with this principal Purpose. AFCPE reserves the right to refuse space to any applicant for exhibition space, or to restrict the use of any EXHIBITOR materials, that, in the sole discretion of AFCPE, are unlikely to contribute to the Purpose stated above.

### 4. Assigning Exhibit Space

AFCPE® reserves the right to assign exhibit space locations and to make changes at any time, as it may in its sole discretion deem necessary.

### 5. EXHIBITOR Schedule\*

Wednesday, November 20 - Thursday, November 21, 2024

#### Wednesday, November 20

9:00 a.m. – 12:00 p.m ET ..... EXHIBITOR Set Up

12:00 p.m. – 5:00 p.m ET. .... Exhibits Open

#### Thursday, November 21

8:00 a.m. – 5:00 p.m ET ..... Exhibits Open

5:00 p.m. – 6:00 p.m ET ..... EXHIBITOR Tear Down

### 6. Installation and Removal

EXHIBITOR shall set up and be operational by 12:00 p.m. ET on Wednesday, November 20. EXHIBITOR must complete packing and removal by 6:00 p.m. ET on Thursday, November 21.

EXHIBITOR acknowledges that all hard wired internet and electrical services must be coordinated through the hotel's AV - Encore. Use [this link to arrange](#).

EXHIBITOR shall seek approval from HILTON COLUMBUS DOWNTOWN management prior to applying tape to walls, floors, carpets, furnishings, etc. Any property damaged or destroyed by EXHIBITOR must be replaced in its original condition by the EXHIBITOR at the EXHIBITOR'S sole expense. This includes the removal of all tape residue. The use of packaging tape is prohibited on floor surfaces. No painting of any kind is allowed inside HILTON COLUMBUS DOWNTOWN.



EXHIBITOR shall not deface or harm the property in which the exhibits are housed. Nothing shall be tacked, nailed or screwed to walls, floors, columns or other parts of the hotel without the permission of AFCPE® and the HILTON COLUMBUS DOWNTOWN. EXHIBITOR will be solely responsible for any and all damages to site and must deal directly with the HILTON COLUMBUS DOWNTOWN in determining those charges and making arrangements for payment.

EXHIBITOR must remove all materials and displays from the exhibit space at the end of the conference. Anything left over will be discarded.

## 7. Storage

EXHIBITOR shall be responsible for hauling all crates, boxes and packing materials away from the exhibit hall and storing them out of sight, under the EXHIBITOR'S own assigned skirted table or in an area assigned by the HILTON COLUMBUS DOWNTOWN for the duration of the Symposium. EXHIBITOR shall be responsible for ensuring that all packing materials are kept in crates or boxes.

## 8. Handling

**Access to tracking and shipping website will be provided approximately 3-4 weeks prior to event from a contact at FernExpo.com. \*Swag and Exhibit items may be delivered to Fern beginning Wednesday, November 6th (two weeks prior to the Symposium start date).**

EXHIBITOR shall make its own arrangements for shipment, delivery, and/or receipt of all materials and empty crates. AFCPE® and the HILTON COLUMBUS DOWNTOWN will not accept or store display materials or empty crates. All shipments and deliveries to and from the HILTON COLUMBUS DOWNTOWN shall be arranged through FernExpo, and shall be delivered no earlier than November 6th, 2 weeks ahead of the EXHIBITOR'S arrival. Packages should be addressed as outlined below:

**To: COMPANY NAME**

c/o Fern  
1500 Old Leonard Avenue  
Columbus, OH 43219-2509

**ATTENTION:**

AFCPE Symposium

Onsite Rep: \_\_\_\_\_

Hilton 402 – 3rd Floor – Owens/Massey

Delivery: Wed. Nov. 20th – before 8am ET

**FernExpo Receiving/Delivery Rate** is \$1.22 per lb. each way. Exhibitors will pay per lb. with a minimum of 100 lbs. (plus tax). (i.e. 150 lbs. received will total \$183.00 plus tax)

**Reminder:** *FernExpo is the only option for AFCPE to guarantee your packages will arrive at your booth for the Exhibit Hall set up time on Wednesday, November 20, 2024.*

## 9. Use and Care of Exhibit Space

EXHIBITOR agrees to abide by the following guidelines regarding the Exhibit Space. Exhibits must fit on and be suitable for a 6-foot skirted table. ***Standing floor displays are not permitted. Exceptions may be made for exhibiting SPONSORS but must be pre-approved with AFCPE®.***

No part of an exhibit shall obstruct the view of adjacent exhibits. Banners and signs may not be hung on the walls or from the ceiling. Exhibits shall not be unduly noisy, glaring, or otherwise objectionable. No glitter or confetti of any kind is permitted. Audio-visual and other sound effects will be permitted only where and when they do not interfere with activities in adjacent exhibits. The EXHIBITOR shall maintain his exhibit in good order at his own expense. EXHIBITOR shall comply with any municipal, state, and federal laws, rules and regulations, including, but not limited to, fire and safety codes, building codes, the requirements of the Americans with Disabilities Act, and all laws relating to access by disabled persons, and the terms of this Agreement.

## 10. Prohibited Activities

EXHIBITOR is expressly prohibited from conducting any sales, marketing, or promotional activities outside of its exhibit area including, but not limited to, the following: selling goods or taking orders for equipment, products, services or supplies; distribution to delegates and visitors of printed matter, samples, souvenirs or other promotional items or materials. In addition, EXHIBITOR is expressly prohibited, both within its rented exhibit space and elsewhere in the Symposium area, from selling or distributing alcoholic beverages.



### **11. Subletting Space**

EXHIBITOR may not sublet or assign any part of its assigned exhibit space, nor advertise or display goods or services other than its own without the advance, written consent of AFCPE®.

### **12. Failure to Occupy Space**

Unless EXHIBITOR receives prior approval for delayed occupancy from AFCPE®, any exhibit not occupied by 11:00 a.m. Wednesday, November 20, 2024, will be forfeited by the EXHIBITOR, and it may be reassigned or used by AFCPE® without refund to EXHIBITOR.

### **13. Security**

AFCPE®, the HILTON COLUMBUS DOWNTOWN, and officers or staff members thereof are not responsible for the safety of the property or the EXHIBITOR, its agents, or employees, or harm or damage to such persons resulting from theft, fire, accident, or any other cause. EXHIBITOR is required to provide all insurance and/or policy riders necessary to cover all exhibits. AFCPE advises removal of all valuables (i.e. laptop computer, cell phones, etc.) at the end of each exhibit session.

### **14. Cancellation or Relocation of Symposium**

If AFCPE® fails to hold its Symposium as herein provided, relocates its Symposium site to another hotel or city, or fails to furnish EXHIBITOR the exhibit as stated herein (except as permitted in this Agreement), it shall refund to EXHIBITOR any charges paid to AFCPE hereunder, less expenses as set forth in Section 17. Such refund shall be accepted by EXHIBITOR in full settlement of any loss or damage suffered or claimed by EXHIBITOR.

### **15. Cancellation by Exhibitor**

Exhibitor Registration Fee is nonrefundable.

### **16. Liability and Indemnity**

**EXHIBITOR ASSUMES ALL RISKS ASSOCIATED WITH, RESULTING FROM OR ARISING IN CONNECTION WITH EXHIBITOR'S PARTICIPATION OR PRESENCE AT THE SYMPOSIUM, INCLUDING ALL RISKS OF THEFT, LOSS, DAMAGE OR INJURY TO PERSON, PROPERTY OR BUSINESS, WHETHER CAUSED BY NEGLIGENCE, INTENTIONAL ACT, ACCIDENT, ACT OF GOD OR OTHERWISE. EXHIBITOR HAS SOLE RESPONSIBILITY FOR ITS PROPERTY AND ANY THEFT, DAMAGE OR OTHER LOSS TO SUCH PROPERTY, INCLUDING ANY SUBROGATION CLAIMS BY ITS INSURER. EXHIBITOR HEREBY RELEASES AFCPE® FROM ANY AND ALL RISKS, LOSSES, DAMAGES AND LIABILITIES WHETHER DESCRIBED IN THIS SECTION OR NOT.**

EXHIBITOR further agrees to obtain, maintain and pay for general insurance coverage in amounts sufficient to insure against the liability assumed pursuant to the provisions of this section. Proof of such insurance shall be provided to AFCPE upon request.

AFCPE shall not be liable for failure to deliver exhibit space to EXHIBITOR as contracted for herein due to causes beyond AFCPE'S control. In such event, AFCPE will reimburse fees paid hereunder, less expenses incurred by AFCPE, including advertising, administration and related expenses.

Under no circumstances shall AFCPE be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever. AFCPE makes no representations or warranties, express or implied, regarding the SYMPOSIUM or regarding any other matters.

### **17. Insurance**

The EXHIBITOR understands that neither AFCPE nor the Hotel Parties maintain insurance covering the EXHIBITOR'S property and it is the sole responsibility of the EXHIBITOR to obtain such insurance, if desired.

### **18. Violations**

In the event of violation or breach of this Agreement (including failure to make payment), AFCPE® may evict EXHIBITOR from the exhibit or refuse EXHIBITOR admission and/or have exhibit materials removed. No fees will be returned to EXHIBITOR and the EXHIBITOR shall be liable to AFCPE for the costs associated with such eviction and refusal, less fees paid. In addition to the remedies provided in this Agreement, AFCPE shall have and may exercise all other remedies afforded to it by law for costs or damages suffered on account of such violations.

### **19. Marketing**

AFCPE® reserves the right to use photos that may show your company name or representatives in future marketing materials, and EXHIBITOR agrees to AFCPE's retention and potential use of its imagery, likeness, and trademarks.

**20. Sales**

Any materials for sale at the exhibit booth must be submitted to AFCPE's Partnership email for approval, [partnerships@afcpe.org](mailto:partnerships@afcpe.org), 30 days prior to the Symposium.

**21. Interpretation and Amendments**

AFCPE® reserves the right to interpret or amend the rules in the AFCPE Symposium EXHIBITOR Agreement as it deems proper, to ensure the success of the AFCPE Symposium and further its educational purposes.

**22. Rules**

EXHIBITOR agrees to abide by all exhibit terms and conditions as stated in this agreement. AFCPE® may adopt rules or regulations from time to time governing the Symposium and the exhibits and may amend or revoke them at any time, upon notice to Exhibitor. Any such rules and regulations are incorporated herein by reference. All matters, issues or questions not covered by these Rules are subject to the sole decision of AFCPE.

**23. Governing Law**

This Agreement shall be construed in accordance with the laws of the United States without giving effect to principles of conflicts of law thereunder.

EXHIBITOR ORGANIZATION: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

