**North American Youth Congress Exhibitor Terms and Conditions**

**Rules & Regulations.**  The term “Event” refers to the 2019 North American Youth Congress which will be held July 31- Aug 2, 2019 at The America’s Center in in St. Louis, MO.  The Event is owned, produced, and managed by the United Pentecostal Church International Youth Ministries (UPCI YM).  The term “Exhibitor” refers to the organization or person that applied for and has been granted an exhibit space rental. (This includes such applicant’s officers, directors, employees, contractors, agents, and representatives.)  If any Exhibitor changes management or is purchased by another company/organization, this Agreement becomes binding on such company/organization.  These rules and regulations form part of the Exhibitor Agreement made between the exhibitor and UPCI YM.

**Approval Policy.**
UPCI Youth Ministries reserves the right to deny any service or products that do not meet their qualification standards. Your request to be an exhibitor at NAYC 2019 must be approved and confirmed by UPCI Youth Ministries in writing before it is finalized. Exact booth locations are not final until you have been approved and notified by UPCI Youth Ministries.

**Cancellation/Downsizing/Refund Policy.**

If your booth is not approved by UPCI Youth Ministries, you will receive a full refund of exhibitor booth registration.

All requests for cancellation or reduction of exhibit space must be made in writing. Cancellations made before May 1, 2019 will receive a 100% refund of exhibitor booth registration. Orders cancelled after May 1, 2019 will receive a 50% refund of exhibitor booth registration. No refunds will be issued after May 15, 2019.

All booth assignments remain the exclusive prerogative of UPCI YM. In all reassignment cases, preference will be given to the exhibitor whose reservation and payment was received the earliest.

Exhibitor who fails to occupy its assigned space two hours prior to the published expo hours and has not given UPCI YM the required written notice of cancellation will be considered “no show.” UPCI YM has the right to use “no show” exhibit space in such a manner as it may deem in the Event’s best interest. Failure to occupy exhibit space does not relieve the Exhibitor from their obligation to the terms of the Agreement.

**NAYC Exhibitor Badges.**
Two NAYC exhibitor registration badges will be provided for each 10x10 booth space purchase. These badges will grant access to all seating levels at NAYC 2019 excluding the VIP seating area. Badges are required to enter the exhibit area for setup and tear down. Badges will be picked up onsite at the exhibitor information desk in The America’s Center. Further details will be shared in the approval email.

**Force Majeure.** The performance of this contract by either party, in part or in full, is subject to acts of God, war, government regulations, disaster, acts of terrorism, strikes, civil disorders, and delay in providing service preventing contracted participants from access or any other emergency beyond the control of either party making it inadvisable or impossible to provide services.  The UPCI YM or their partners or subsidiaries may not be held responsible for any inconvenience this may cause.

**Acceptance.** The receipt of your UPCI electronic application through Map Dynamics will constitute a binding contract (the “Agreement”).  UPCI YM reserves the right to determine the eligibility of any company or product for inclusion as an Exhibitor.

**Arrangements of Exhibits.**  Locations and arrangement of exhibit booths are shown on the Official Exhibit Area Floor Plan. Exhibits are arranged in an open setting at The America’s Center. The arrangement is designed to ensure maximum visibility and high traffic access for each display. UPCI YM reserves the right to alter the Exhibit Area Floor Plan as it deems necessary.

Standard booths will be constructed of aluminum tubes, supporting dividers and drapes. Where applicable, back will be eight feet high and sides will be four feet high. One table, two chairs and pipe and drape are included in each 10x10 space. All additional furniture and services are not included in the exhibit fee.

UPCI YM shall have the right to prohibit and/or remove any exhibit, in whole or in part, which in UPCI YM’s sole judgment is not suitable to or in keeping with the character or purpose of the exhibition. UPCI YM Exhibit Management will notify the Exhibitor in writing and detail what modifications, if any, are necessary prior to the prohibition or removal of the exhibit. If an Exhibitor is asked to remove an exhibit, or part thereof, and fails to do so promptly, UPCI YM will remove the exhibit or part thereof, and the Exhibitor agrees to pay the reasonable costs of such removal. UPCI YM will not be liable for any damage to any party for the removal, whether in whole or in part, or prohibition of the exhibit that UPCI YM deems to be not suitable or in keeping with the character or purpose of the exhibition.

Your exhibit space does not include and therefore would need to be arranged for separately either on your own or using the Official Contractors (a list is provided in your Exhibitor Kit): electrical, phone, internet or plumbing services, additional chairs, signage, furniture, or any booth fixtures, assembly, dismantle or rigging services, lead retrieval unit, cleaning of your booth during the exhibit hall hours.

**Height and Size.** UPCI YM accepts the International Association of Exhibitions and Events "Guidelines for Display Rules and Regulations" as booth configuration criteria for its show. Please note a copy of these rules will be included in your exhibitor kit.

* Ceiling height restriction in the 100 Complex is 25’
* Hanging sign height limit is 16’ to the bottom of the sign
* For Cubic Content the height limit is 16’
* Double Decker booths must be approved by America’s Center to be sure it meets all fire and building codes (see form included in the “Rules and Regulations” section)

In any event, no display, advertising sign or material, etc., may block a reasonable view of any other exhibit, nor extend beyond the perimeter of assigned space.  Specifically, peninsula booths (10’x20’ end) abutting linear booths: when a peninsula backs up to two linear booths, the back wall is restricted to four feet high within 5' of each aisle. The remaining back wall height restriction is 10' feet high. The backside of the wall must be finished and not contain signage or logos. This is to ensure that the sight line into an exhibitor's booth is not obstructed.

In all questions of booth design or layout, UPCI YM reserves the final approval authority. Should a question arise regarding this or other guidelines, the matter should be submitted to UPCI YM well before set-up for a final determination.

**Exhibit Space Assignments.**  Exhibitors will be able to select space beginning March 4, 2019. UPCI YM shall act in good faith to assign space in the location selected by the Exhibitor; however, does not guarantee separation of competing exhibitors or guarantee neighboring space(s) indicated available will be completely occupied at time of the Event.

**Please note:** Only two 10'x10' booth space purchases per exhibitor are allowed. One 20'x10' premium booth space will count as two booth spaces. Any booth space request that exceeds the limit of two will be denied.

**Space Selection Liability.** Exhibitor assumes all liability of space selection during reservation process including but not limited to:  acknowledgement of columns or other obstructions near selected space, neighboring exhibitors, and layout of space in relation to surrounding spaces.  Exhibit sales are open up until the Event dates; therefore, the floorplan and occupants are continually being modified.  It is the Exhibitor’s responsibility to monitor any changes that may adversely affect the Exhibitor pre/post show or onsite. There will be no refunds issued for space based on Exhibitors’ selected location, traffic flow, and/or neighboring Exhibitors.

**Booth Cost/Payment Policy.** Exhibit fees are shown on the official exhibit space portal. Booths located in prime areas (entrance, exit, corners, near Food and Beverage service areas or special event areas in the hall) also reflect premium pricing. 100% of booth fees are due upon reservation by credit card. UPCI YM will process payment as stated on contract with no exception.

**Occupation and Use of Space.** Exhibitors may not move-in to their exhibit space until full payment is received. There is no exception to this policy. Exhibitor who fails to occupy its assigned space two hours prior to the published expo hours and has not given UPCI YM the required written notice of cancellation will be considered “no show.” UPCI YM has the right to use “no show” exhibit space in such a manner as it may deem in the Event’s best interest. Failure to occupy exhibit space does not relieve the Exhibitor from their obligation to the terms of the Agreement.

Displays must remain fully intact and manned during all exhibit hours. No exhibits may be erected after official opening or dismantled before official closing times.

**Subletting Space.**No Exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, or exhibit therein, any other goods, apparatus, etc. than those manufactured or sold by the Exhibitor in the regular course of business. Sub-divisions, subsidiary organizations or partner product distributors that share space with a parent company will not be recognized as Exhibitors. This applies to booth personnel representatives’ badges as well as any listings in digital/print. There is no exception to this policy.

**Care of Exhibit Space.** Exhibitors shall care for and keep in good order all space occupied by them. Special cleaning and dusting of booth, display and
equipment and material will be the Exhibitor’s responsibility and shall be performed at the exhibitor’s expense.

All goods of reasonable weight and bulk will be placed in exhibit space by UPCI YM or its appointed contractors. Exhibitor shall properly protect and maintain its exhibit space and appurtenant property.

**Empty Crates/Box Storage.**Exhibitors may not store crates and /or boxes in their booths. All exhibitors may request that the official contractor store empty crates and boxes for reuse prior to the opening of the Expo. UPCI YM contractors will have preferred return of empties at the end of the show.

**Exhibitor Representation.**  All exhibitor representatives must register upon arrival and wear UPCI YM furnished identification badges at all times. Exhibitors and distributors will be granted access to exhibit hall during all expo hours and up to one hour prior to and 30 minutes after published expo hall hours.

**Exhibitor Operation/Conduct/Right of Entry and Inspection.**   (a) Exhibitors may not schedule private functions or events which conflict with officially scheduled UPCI YM events. UPCI YM reserves the right to request and enforce cessation of any non-approved activity as it sees fit; (b) Exhibitors may not use strolling entertainment, nor distribute samples, magazine, or advertising materials in any area outside their exhibit booth Any type of product distributed for purposes of display in other Exhibitors booths will be immediately removed and destroyed; (c) The use of objectionable amplifying or lighting equipment may not exceed reasonable limits.  UPCI YM reserves the right to have exhibitors remove any strobe lighting that negatively affects other exhibitors or attendees; (d) All activities must be carried on in Exhibitor’s contracted exhibit space.  Furthermore, product demonstrations, presentations, and entertainment located within an exhibitor's booth space may not cause significant obstruction of aisles; (e) Entertainment, marketing schemes or activity outside of your assigned space for the purpose of generating traffic to your booth must have the express written consent of the Exhibit Manager prior to exhibit hall hours. Upon approval, this activity must not interrupt or cause harm to any other exhibitor or their display.

If Exhibitor engages in any conduct in violation of this Agreement and/or applicable laws, UPCI YM reserves the right to cancel the Exhibitor’s space without further notice and without further obligation to refund monies previously paid and to re-sell or remove completely from show floor.  UPCI YM further reserves the right to reject Exhibitor’s application in future shows.  Further, UPCI YM in its absolute discretion shall have the right at any time to enter and inspect the area occupied by Exhibitor.  Exhibitors and their representatives shall at all times conduct themselves in a professional manner and shall not disparage or defame fellow exhibitors, UPCI YM, or the employees of aforementioned organizations, or engage in other activities detrimental to the Event.

**Facilities Rules.**Exhibitor agrees to comply with all rules and regulations prescribed by the management of the exhibit facilities, meet the requirements of all local authorities, and obtain, at their own expense, any necessary permits, licenses, or equipment, should any be required for the particular individual displays or the particular exhibit of the Exhibitor. Exhibitor agrees that failure to conform to all facilities and city rules and regulations may result in the closure of its exhibit by UPCI YM.

**Fire Protection.** All booth material must be nonflammable and meet all requirements of America’s Center Convention Center. All vehicles must adhere to America’s Center Convention Center's fire/safety regulations (provided in your Official Exhibitor Kit).
Protection of Property. UPCI YM will provide reasonable security in the Exhibit Area. America’s Center Convention Center and UPCI YM, however, are not responsible for the safety of individual exhibits. In all cases, exhibitors should provide their own insurance and security if such insurance and security is desired. Due to insurance and safety considerations, children are not allowed in the exhibit hall during set-up and tear-down.

**Americans with Disabilities Act.** Exhibitors shall be responsible for making its exhibit space accessible to persons with disabilities as required by the American’s with Disabilities Act and shall hold UPCI YM, its agents, and employees harmless from any consequences of exhibiting companies that fail in this regard.

**Music Licensing.** Exhibitors agree to comply with existing regulations on music licensing and agree to indemnify and hold harmless UPCI YM against any claims or expenses arising from noncompliance with these regulations.

**Live/Video Streaming/Photography.**  By accepting this agreement, you agree UPCI YM may use photographs and video taken of the show to use in advertising for future UPCI YM events.

**Exhibitor Service Kit.** All forms and documents will be sent via email and website. Kits will include any amended or additional rules and regulations, display rules, installation/dismantle schedules, registration information, official contractor order forms and pricing, shipping and drayage, utilities and auxiliary services order forms, audio/visual, and a helpful deadline checklist to ensure you are meeting all deadlines.  Additional fees will be incurred after deadlines.

**Official Show General Contractor.** Paramount Convention Services Inc. has been named the Official General Contractor. There is a complete list of Official Service Contractors included in your exhibitor kit. Use of any service contractor not previously approved by UPCI YM or America’s Center Convention Center may be denied access to the exhibit show floor which could mean you would not receive the service you have contracted for and could costs you additional fees to secure services with one of the Official Service Contractors as outlined in the Exhibitor Kit.

**Exhibitor Information Desk.**Provisions have been made to maintain an Exhibitor Information Desk, located on the show floor, throughout the exhibition’s installation, operation, and dismantling period.

**Listing and Promotional Materials.**  By exhibiting at the Event, Exhibitor grants a fully paid, perpetual, non-exclusive license to use, display, and reproduce the name of the Exhibitor in any directory or listing of exhibitors or Event and to use such names in promotional materials.  UPCI YM shall not be liable for any errors in any listing or for omitting any Exhibitor from any directory or listing pertaining to the Event.

**Liability.**The Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between UPCI YM and the Exhibitor.  Exhibitor agrees to indemnify, hold harmless, and defend UPCI YM and their respective contractors, members, officers, directors, agents, and employees (‘indemnities’) from and against any and all liabilities, damages, actions, losses, claims, and expenses (inclusive of attorney’s fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Exhibitor or its employees, agents, contractors, patrons, and invitees caused by Exhibitors installations, maintenance, occupancy or use of the exhibition premises or a part thereof.

**Insurance.** Exhibitor should consider public liability, bodily injury, and property damage insurance.  Such insurances shall name the Event facility, UPCI YM, and the Official General Contractor as additional insureds.  Upon request, Exhibitor shall provide a certificate of insurance to UPCI YM.

**Protection of Facility.**  Exhibitor shall not use the exhibit facilities or permit them to be used by any employee, patron, contractor, or invitee: (a) for any illegal purpose; (b) in conflict with any applicable law, ordinance, rule, or regulation of any governmental authority; (c) in any manner that could violate the insurance or increase the rate of insurance on the facilities; (d) in any manner that constitutes any waste or nuisance; (e) in any manner that causes any injury to the facilities; or (f) in violation of any applicable rule or regulation issued by management of the exhibit facilities.

**Exhibitor Violations.**Violations of any of these regulations on the part of the exhibitor or his employees or agents shall, at the option of UPCI YM & Expo Show Management, cancel the license to occupy space, and such exhibitor shall forfeit to the UPCI YM and contractors all monies paid. Upon evidence of violation, the Association may reenter and take possession of the space occupied by the exhibitor, and may remove all persons and goods at the exhibitor’s risk. The exhibitor shall pay all of such expense and all damages which the Association may incur, and shall forfeit all monies paid or due the Association on account thereof. The exhibitor waives any right to service of written notice of the UPCI YM intention to terminate this agreement and repossess space occupied by the exhibitor.

**Interpretation and Enforcement.** These rules and regulations are to be construed as a part of all space applications and contracts UPCI YM has full power to interpret and enforce all regulations for the Event and the power to make amendments and/or further regulations that are considered necessary for the proper conduct of the Event.  Such decisions shall be binding on all Event exhibitors.  Failure to comply with any rule or regulation may be sufficient cause for UPCI YM to require immediate removal of the offending exhibitor, and may result in forfeiture of all further rights to exhibit at future events sponsored or held by UPCI YM, together with all fees paid.

**Note:**Please read the Contract Terms and Conditions/Show Rules carefully. It is important that the representatives from your company who attend the show be aware of the terms and conditions, as well as information that affect the operation of The America’s Center facility. These policies are strictly adhered to and enforced.