



2022 Conference & Expo Exhibitor Contract

Please complete, sign, and return to NJAA via email at membership@njaa.com upon completion of the online booth selection portal. Booths will be assigned in the order they are received. To reserve your booth, full payment is required.

It is important to note that NJAA has full discretion regarding booth assignments and will do our best not to place you within five booths of a competitor; however, there are instances when being located near a competitor is unavoidable especially when space is limited.

1. EXHIBITOR INFORMATION

Company Name: _____

Type of business - please be very specific: _____

Names/Types of businesses you do **not** wish to be directly next to: _____

2022 NJAA Diamond Sponsors will be able to select their location choices before it is open to the general membership (if you are interested in becoming a Diamond Sponsor contact membership@njaa.com). Following the placement of the 2022 Diamond Sponsors, assignments will be made in the order they are received by the NJAA. You will be notified within three (3) business days of your confirmed booth number. Whenever possible, booth assignment will be in accordance with the preferences indicated in this agreement. NJAA will do its best to avoid locating similar businesses near one another; however, this is not always possible. **No refunds will be issued in the event this occurs.** It is your responsibility to review the expo floor plan upon notification of your location. It is your responsibility to review the floor plan regularly to monitor what booths are around you. If you would like to be placed next to a specific exhibitor, the contracts from both exhibitors must be submitted on the same day and each must include a written request of such. **NJAA has the final say on which space you will be assigned and reserves the right to move exhibitors if needed.**

2. COMPANY BOOTH CONTACT

The contact person listed below will be emailed show updates and other pertinent information. This person is not required to attend the event but must register separately if they would like to attend. It is their responsibility to convey all information to attending staff. All exhibitor information can be found on our website www.njaa.com under Conference & Expo/Exhibitor Information.

Company: _____

Booth Contact Name: _____

Booth Contact Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Secondary Contact Name & Email: _____

3. EXHIBITOR DIRECTORY INFORMATION

An Exhibitor Directory may be available to registered attendees (either in print, via mobile web app, website, etc.). Your company's listing in the Exhibitor Directory and all show materials will appear, in whole or in part, as you indicate below:

Company: _____

Contact Name: _____

Phone: _____ E-mail: _____

Company Website Address: _____

4. EXHIBIT FEES AND REGISTRATION INFORMATION

Please reserve for (“Exhibitor”) use at **NJAA’s Conference & Expo** at the Atlantic City Convention Center / The Water Club & Borgata Hotel, Atlantic City, NJ on Tuesday, May 24 – Thursday, May 26, 2022 (the “Expo”) the exhibit space as requested below. The Expo floor will be open on May 24 & 25, 2022. We understand that our use of this space is subject to the stated rules and regulations, which upon acceptance by the New Jersey Apartment Association (“NJAA”), shall be a binding contract between the Exhibitor and NJAA.

MEMBER* EXHIBIT SPACE FEES AND CORRELATING REGISTRATION INFORMATION

*Non-members must contact NJAA at (732) 992-0600 or membership@njaa.com.

Booth Sizes and Description	Booth Rate	Full Complimentary Registrations
Single Booth (10' x 10')		
Standard Booth	\$2,000.00	3
Corner Booth	\$2,100.00	3
Premium Booth	\$2,200.00	3
Double Premium Booth (10' x 20') <i>*special set-up arrangements are required</i>	\$4,100.00	5
Quad Premium Booth (20' x 20') <i>*special set-up arrangements are required</i>	\$6,100.00	10
Exhibit Space Subtotal:	\$ _____	

For special set-ups (doubles and quads) you must contact NJAA directly at membership@njaa.com or (732) 992-0600 for special instructions, timelines, and guidelines.

Preference of location on the official expo floor plan is as follows (list by booth number): If your booth choices indicate placement within five booths (50ft) of a competitor, that selection may not be used. Please note NJAA has full discretion to choose your final booth placement.

First Choice		Third Choice		Fifth Choice	
Second Choice		Fourth Choice		Sixth Choice	

Exhibitor Attendee Registration: You will receive a confirmation email with a link to register your attendees. This includes anyone at your booth during show hours. The link will be available online approximately 72 hours after your booth has been selected.

Full Complimentary Registrations include access to conference & expo functions, including the President’s Reception, Opening General Session, Keynote Presentation, After Hours Reception at Premier and all education sessions.

Any additional registrations above the allotted amount, if permitted, will be charged the appropriate conference registration fee.

5. AGREEMENT

Dated _____ by _____ (“Exhibitor”) and the New Jersey Apartment Association (“NJAA”).

NJAA, grants to the Exhibitor the right to use the space(s) numbered and assigned on the official Expo Floor Plan for the New Jersey Apartment Association’s Conference & Expo, at the Atlantic City Convention Center on Tuesday, May 24 – Thursday, May 26, 2022 and agrees to hold and reserve said space in said Expo upon and after acceptance of this Agreement by NJAA, except as hereinafter set forth. This Agreement is made and entered into upon the following special terms and conditions, which are mutually agreed to by both parties.

EXHIBIT FEES AND DEPOSIT: The Exhibitor hereby covenants and agrees to pay for the right to use the space(s) at the price listed on Page 2 of this contract. The exhibit space fee entitles the Exhibitor to full registrations based on booth configuration as indicated on Page 2. The Exhibitor must pay NJAA all required fees at the time of contract submission in order to have NJAA assign a booth. All booths must be paid in full as required by NJAA. If exhibit space fees are not received, NJAA has the right to cancel the contract and resell exhibit space.

NJAA MEMBERSHIP: 2022 NJAA Membership dues must be paid in full by January 15, 2022 or the booth will not be processed.

BOOTH ATTENDEES: All persons, contractors and employees who will be on the expo floor during show hours must be registered for the event.

BOOTH ASSIGNMENT/CONFIRMATIONS: All booth assignments will be confirmed by NJAA via email approximately 72 hours after receipt of both the signed contract and booth deposit or payment. Any concerns regarding competitors or specific type of exhibitors should be communicated to NJAA at the time of application for exhibit space. Booth confirmations will include a link to register Exhibitor attendees.

ATTENDEE LISTS: On or around May 1, 2022 and June 12, 2022, exhibitors will receive a Microsoft Excel spreadsheet, limited to a two (2) time use from May 2022 to December 31, 2022, containing the registered attendee list. The attendee list will include mail and email address, when email has been provided and attendee has not opted-out. NJAA reserves the right to monitor the exhibitor's use of such list, and if the list is inappropriately used, the NJAA may revoke all rights to the attendee list.

LIMITATION OF LIABILITY: The NJAA shall not be liable for any damages in the event that any delays or failure of the NJAA to perform its obligations pursuant to this contract are caused by any act, event, or condition that is beyond the reasonable control of the NJAA and shall include, without limitation, (i) acts of God, war, public disorders, epidemics, pandemics, the COVID-19 pandemic and any variants, widespread social and economic disruptions, insurrection, rebellion, armed conflict, terrorist attacks, chemical contamination, floods, hurricanes, earthquakes, lightning, disease, disasters, natural disasters, calamities, environmental calamities, or other natural calamities; (ii) government shutdown orders, shutdown of normal business activity, stay-at-home orders, mandated business closings, government imposed restrictions on business operations, quarantine restrictions, travel restrictions, acts or inaction of governmental or regulatory agencies or judicial bodies or changes in laws; (iii) explosions or fires; (iv) strikes or labor disturbances; (v) delays in obtaining goods or services from any subcontractor, materialman, or supplier by reason of any occurrence of any of the foregoing causes; (v) any unforeseeable act or omission of any third party; (vi) the destruction of the Atlantic City Convention Center / Borgata Hotel Casino & Spa / The Water Club, or any substantial portion thereof; and/or any other causes beyond the NJAA's control or the control of the Atlantic City Convention Center /The Water Club & Borgata Hotel. The NJAA will, however, in the event of its not being able to hold the Expo for any of the reasons set forth above, reimburse the exhibitor's pro-rata the amount of rental paid by each Exhibitor, less expenses incurred by the NJAA in constructing and installing the exhibits. Such reimbursement shall be refunded to Exhibitors in the ratio of their rental payments prorated by the number of days the exhibit fails to proceed as scheduled. The NJAA, Atlantic City Convention Center, The Water Club & Borgata Hotel, and AEX Convention Services shall not have any liability whatsoever to any person or property who or which might sustain injury or damage due to any act or failure to act by the exhibitor, his agents, servants or employees. Further, the Exhibitor agrees to indemnify and save harmless the NJAA, Atlantic City Convention Center, The Water Club & Borgata Hotel, and AEX Convention Services for any claims whatsoever arising, but of such act or failure to act and shall defend and pay all fees and costs in connection with any such claim. The Exhibitor agrees to indemnify and save harmless the NJAA from any and all liabilities to any person or persons for or by reason of any condition, whether defective or otherwise, or of any apparatus, equipment or fixtures placed upon the said premises by the Exhibitor or any of its agents, servants, or employees. The Exhibitor will, if requested by NJAA, furnish a certificate of comprehensive general liability insurance coverage providing limits of \$1,000,000 combined single limit bodily injury property damage which may be incurred by Exhibitor from whatever cause. Any Exhibitor who wishes to insure his personnel or goods against injury, theft, damage by fire, accident or other cause must do so at his own expense.

BOOTH CANCELLATION AND REFUND: After the date of entering into this Agreement, if the Exhibitor wishes to cancel this Agreement, the Exhibitor shall notify the NJAA of the cancellation in writing to the NJAA's principal office. Cancellation shall be effective as of the date of receipt of the written notice. In such event, the Exhibitor agrees to pay to the NJAA the following cancellation fee:

- If such election is made more than sixty (60) days prior (on or before March 24, 2022) to the commencement of the Expo: One half the exhibit space fee.
- If such election is made less than sixty (60) days prior (on or after March 25, 2022) to the commencement of the Expo:
No refunds will be issued.

BOOTH ATTENDEE CANCELLATION POLICY: All booth attendee registrations must be paid in full. All outstanding and onsite registrations must be paid in full to receive your badge. All cancellations must be in writing. No refunds will be issued for registration cancellations received after May 1, 2022.

FAILURE TO EXHIBIT: If the Exhibitor does not exhibit in their reserved space or fails to comply in any other respect with the terms of this Agreement, NJAA shall have the right, without notice to the Exhibitor, to offer space to another Exhibitor and the Exhibitor agrees to forfeit all payments. The NJAA may, should any rented space remain unoccupied on the opening day, or at any time thereafter, rent said space to any other Exhibitor or use it for its own purposes.

SUBLET OF BOOTH SPACE: The Exhibitor may not assign, share, or sublet any part of the contracted booth space.

BOOTH FURNISHINGS: All booths will be provided with 8' high background drapes, 3.5' high side drapes, and black carpeting for each 10'x10' booth. The background and side drapes for this expo will be navy blue. Each Exhibitor will be provided at no charge a 7" x 44" sign indicating the booth number and the Exhibitor Company name (as listed on page two under Exhibitor Directory Information).

Additional booth furnishings and utilities will be provided on a rental basis through AEX Convention Services. The following booth furnishings will be provided at no charge:

Single Booth: One 6' draped table, two chairs and one wastebasket

Double Booth: Two 6' draped tables, four chairs and one wastebasket

Quad Booth: Four 6' draped tables, six chairs and two wastebaskets

Electricity is not included in the Exhibit Space Fees. Please refer to the Exhibitor Information contained in the exhibitor kit.

PRODUCTION COMPANY: The Official Production Company of the NJAA Conference & Expo is AEX Convention Services, 3089 English Creek Avenue, Egg Harbor Township, NJ 08234 and their phone number is: 609-272-1600.

INSTALLATION AND REMOVAL OF EXHIBITS: All exhibitors can setup Monday, May 23, 2022 between 3:00 pm and 7:00 pm at the Atlantic City Convention Center. **ALL EXHIBITS MUST BE FULLY SETUP BY TUESDAY, MAY 24, 2022 at 10:30 am – NO EXCEPTIONS.** Any exhibits not complete by 10:30 am will be subject to a \$500 penalty.

Exhibitor break down may be done between 4:00 pm and 8:00 pm on Wednesday, May 25 or between 8:00 am and 12:00 pm on Thursday, May 26. Exhibits **may not** be dismantled until after 4:00pm on Wednesday, May 25; early removal will incur a penalty of \$500. It is the Exhibitor's responsibility to inform their staff at the booth as this penalty will be **strictly** enforced.

The Exhibitor is responsible for the transportation, installation and removal of all exhibit material. All tools, equipment and personnel shall be provided by the Exhibitor. Exhibitor or Exhibitor's Representative agrees to be present in booth during installation and removal of exhibits. All materials left by Exhibitor will be discarded and neither the NJAA, AEX Convention Services or the Atlantic City Convention Center are liable for any materials left at the Atlantic City Convention Center in the Exhibit Hall. This will include any furniture or fixtures supplied by an outside contractor. In the event an Exhibitor fails to complete pre-show installation or does not remove boxes and crates by the specified time, the NJAA reserves the right to remove, at the Exhibitor's expense and risk, all such exhibits and material pertaining thereto from the space allotted to such Exhibitor and cancel this contract. In such event the NJAA shall retain the amount paid by such Exhibitor.

All post-show exhibits not removed by 12:00 pm on Thursday, May 26, 2022 will be removed by AEX Convention Services or the Atlantic City Convention Center at the express risk and expense of the Exhibitor. Charges will be incurred for AEX services in removing and storing booths.

ARRANGEMENT OF EXHIBITS: **The Exhibitor agrees to arrange their exhibits so as not to obstruct or interfere in any way with the general view or the view of other exhibitors, or the free passage of spectators.** Nothing, including but not limited to cabinets and temporary walls, may obstruct the shared sides of the booth space. The decisions of the NJAA, AEX Convention Services and/or the NJ State Fire Marshall, as to what constitutes such obstruction or interference shall be final. **Any exhibitor who fails to comply may be subject to a penalty of \$1,000.**

TENTS: Booths with tents or similar structures can be no more than 300 sq. feet in total and no more than 30' in any one direction.

SHIPMENTS AND DELIVERIES: The Atlantic City Convention Center (ACCC) and The Water Club & Borgata Hotel will not accept any advance deliveries. NJAA and AEX Convention Services will not assume responsibility for any materials shipped directly to the ACCC and The Water Club & Borgata Hotel. It is the Exhibitor's responsibility to contact these venues to receive the proper shipping instructions.

DAMAGE TO BUILDING: No Exhibitor may allow any article to be brought into or any act done upon the premises which will violate or increase the premiums on the policies of insurance held by the owners of any of the buildings, nor deface any part of the building, nor permit anything to be done by employees which may, in any manner, damage the premises. Violation of this rule will annul this Agreement and the Exhibitor will forfeit to the NJAA all monies which may have been paid for rental and reimburse the owners of the building or buildings for the cost of repairing such damages.

EMPLOYEES OF EXHIBITORS: During the hours in which the Expo is open to view, employees of the Exhibitor shall be confined to the spaces occupied by the respective Exhibitor. In no instance shall the Exhibitor's area be unoccupied. All company representatives must wear a name badge provided by NJAA or they will be asked to leave the Expo area.

CARE OF SPACE RENTED: No boxes, crates, or packing cases will be allowed to remain in any space during the Expo. Exhibitors must, at their own expense, keep their respective spaces suitably arranged and maintained. Exhibitors' employees shall remove waste material to a place provided in the building.

The Exhibitor agrees not to deface, injure or mar the Expo area or any of the furniture or fixtures contained therein, and/or any of the property of whatever nature placed therein by the NJAA or the Atlantic City Convention Center. The Exhibitor shall be liable to the Atlantic City Convention Center and/or the NJAA for any damage resulting to such Expo area and/or the furniture and fixtures contained therein and/or such property placed therein by the NJAA, which shall occur by reason of the commission or omission of any exhibitor and/or its agents, servants or employees, and the Exhibitor shall defend and hold harmless the NJAA from all claims and suits against the NJAA arising from commissions or omissions of the Exhibitor, their agents or employees. All materials used by Exhibitors must conform to the requirements of the Fire Department and Board of Insurance Underwriters of the State of New Jersey.

CONDUCT AND RESTRICTIONS: Exhibitors have the right to distribute catalogs, souvenirs and other matter from the Exhibitor's booth space only. Exhibitors are not permitted to distribute anything at entrance doors or any other area not their booth, including all public space. The NJAA has the right to confiscate any materials being distributed outside of the Exhibitor's booth and charge the Exhibitor a distribution fee of \$500. Any persons distributing company materials that are not exhibiting at the Expo will be asked to

vacate the Expo immediately and will not be allowed to return nor issued a refund. Violators should be brought to the attention of the NJAA staff and may not be permitted to exhibit at the sole discretion of the NJAA.

Exhibitors are limited to the following number of company representatives that are allowed to occupy exhibit space: Single booths can have a maximum of three (3) staff personnel; double booths can have a maximum of six (6) staff personnel and; quad booths can have a maximum of ten (10) staff personnel within said booth, at one time.

Exhibitors are prohibited from soliciting customers in other Expo booths, in the aisles or in any other areas of the Expo Floor, i.e., entrance doors and food/sitting areas. Exhibitors may not enter the booths of other exhibitors without invitation; no exhibitor may call or invite a visitor out of one exhibitor's booth space and into their own. Exhibitors must remain in their own exhibit space while distributing literature, product samples or other materials. The aisles may not be used for any product/service business solicitation purposes. The NJAA has the right to ask any Exhibitor to vacate the Expo that does not comply to the above.

Due to safety and liability issues, Exhibitors are not permitted to bring any persons under the age of 18 in the Expo area, this also includes during set-up and break-down. If a minor is present on the Expo floor at any time, the minor and persons accompanying them will be asked to leave the area immediately, regardless of the situation. If this circumstance prohibits the Exhibitor to exhibit, the Exhibitor will not be issued a refund for all monies including registrations and NJAA has the right to resell the Exhibitor's space.

RULES & REGULATIONS FOR THE ATLANTIC CITY CONVENTION CENTER (ACCC):

MOTORIZED VEHICLES: NJ State Fire Marshall requires approval for all motorized vehicles - please see VEHICLE DISPLAY GUIDELINES (provided by the ACCC). The key to the vehicle must be turned over to NJAA staff member upon delivery. At no time can the vehicle be moved while participants are present. Vehicles must never be started, driven or operated under their own power within the building. NJAA will return the key to designated representative at the conclusion of the Expo. Tank must be no more than 1/8 to 1/4 full. Vehicle must be delivered and removed in time-frame provided by AEX Convention Services and the Atlantic City Convention Center. Exhibitors must submit a written request to NJAA at least 30 days prior to the Expo.

FOOD AT YOUR BOOTH: No outside food or beverage may be brought into the Expo area for the purposes of distributing it to attendees without receiving pre-approval from the ACCC. To request permission for your food samplings, please reach out to NJAA staff.

BALLOONS: The use of any type of balloon is prohibited in the building.

LIVE ANIMALS: No live animals permitted in the building except for service animals. If you would like a live animal to accompany your exhibit, a written request must be submitted to NJAA at least 30 days prior to the Expo. Your request must state the animal will be caged, times/dates the animal will be at your booth, and name and cellphone number for person responsible for the animal. The NJAA will submit your request to ACCC and notify your company if your request has been accepted or denied.

SMOKING: Any form of smoking is prohibited anywhere inside the Atlantic City Convention Center.

GLITTER OR CONFETTI: ACCC prohibits the use of glitter or confetti. The Exhibitor agrees to absorb all costs associated with clean up.

LANDSCAPING MATERIALS: All mulch, pine needle displays, etc. must be treated with a flame-retardant substance. Certificate must be submitted to the Atlantic City Convention Center for the NJ State Fire Marshal's approval.

CONTRACT MODIFICATIONS: This agreement shall not be modified unless same is done in writing, signed by a duly authorized representative of the Exhibitor and accepted by NJAA.

RULE CHANGES: The NJAA reserves the right to make reasonable changes in the foregoing rules, exhibit hours and move-in/move-out arrangements as long as such changes have been approved by the Convention Committee. All rules and regulations are subject to the terms and conditions contained in any AGREEMENT WITH THE ATLANTIC CITY CONVENTION CENTER AND SHOULD BE EXPRESSLY INCORPORATED INTO ANY SUCH AGREEMENT.

The NJAA reserves the right to decline any exhibit, exhibitor or proposed exhibit which in its sole discretion is not suitable for Expo. The reservation concerns person, things, conduct, printed matter, souvenirs, catalogs and all other things, which affect the character of the Expo.

NJAA also reserves the right to require vaccination documentation or testing requirements based on CDC or state guidelines and requirements given the status of the pandemic at the time the Conference & Expo is held.

Exhibitor Signature

Date

All pages of this contract must be received in order to process. Pages 2 & 5 must be signed.

2022 NEW JERSEY APARTMENT ASSOCIATION CONFERENCE & EXPO

EXHIBITOR SUMMARY SHEET

For NJAA USE ONLY:

ID Number: _____

Contact Name: _____

Company: _____

Email Address: _____

Date: _____

PAYMENT INFORMATION:

(IF BOOTH WAS NOT PAID FOR ON MAPDYNAMICS OR IF PAYING ANY REMAINING BALANCE)

REMINDER: 2022 NJAA Membership Dues must be paid by January 15, 2022

Visa MasterCard American Express Check (Payable to the NJAA)

Card #: _____

Security Code: _____ Expiration Date: _____

Cardholder Signature: _____

Cardholder Address: _____

Exhibit Space Subtotal (from Page 2): \$ _____

MapDynamics Payment if applicable: \$ _____

2022 Dues: \$ _____

TOTAL AMOUNT DUE: \$ _____

NJAA Staff Use Only:

Batch No.: _____ Authorization Code: _____ Date: _____

BOOTH ASSIGNMENT (to be completed by NJAA):

Exhibitor has been assigned Booth Number _____ at the
2022 NJAA Conference & Expo
Atlantic City Convention Center and The Water Club & Borgata Hotel, May 24 – 26, 2022

All pages of this contract must be received in order to process. Pages 2 & 5 must be signed.

ORDER NUMBER: _____

(for staff use only)

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