

2027 National Business Education Conference Exhibitor Agreement

March 31–April 2, 2027 | Omaha, Nebraska
Embassy Suites by Hilton Omaha Downtown/Old Market
555 S. 10th St, Omaha, NE 68102

1. Parties

The National Business Education Association (hereinafter also referred to as “NBEA”) shall mean it and its officers, agents or employees active for it, in the management of the Annual Conference. “EXHIBITOR” shall mean the individual/organization/agency named here and its officers, agents, representatives or employees participating in the Annual Conference.

2. Agreement

EXHIBITOR accepts the terms of this agreement upon submission of the online EXHIBITOR registration, which references this agreement. The EXHIBITOR shall comply with all instructions of the Embassy Suites by Hilton Omaha Downtown/Old Market management concerning the use of the premises and services provided by the hotel. Additional hotel fees may apply.

3. Conference Objectives

The principal purpose of the NBEA National Business Education Conference exhibits is to offer educators the opportunity to examine the latest business education products and services available for use in their classrooms. Programs and materials need to be national in scope and distribution since educators from across the United States are expected to attend. No EXHIBITOR shall engage in any activity inconsistent with this principal purpose. NBEA reserves the right to refuse space to any applicant for exhibition space or to restrict the use of any materials that, in the sole discretion of NBEA, are unlikely to contribute to the overall objective(s) stated above.

4. Assigning Exhibit Space

NBEA 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 Door Prizes

EXHIBITOR has the option to conduct a door prize contest at its exhibit table. Conference attendees will be instructed to enter the EXHIBITORS’ drawings by submitting their names at each EXHIBITOR’S table. Door prizes will be given during the exhibit hall reception on Thursday, April 1, 2027.

6. Installation and Removal

Exhibitor setup will take place on Wednesday, March 31, 2027. Exhibits must remain fully set up and operational during all exhibit hours on Thursday, April 1, 2027, and may not be packed or removed until after the exhibit hall reception that day. Specific setup times, exhibit hours, removal instructions, and exhibit booth details will be communicated closer to the conference.

Power and/or Internet access will be at EXHIBITOR's expense. Ordering instructions will be communicated closer to the conference.

Signs and banners are not allowed in the Hotel's public areas. In the group's meeting space, all signs must be professionally printed, and their placement and posting must be pre-approved by the Hotel. Nothing shall be posted, nailed, screwed, or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

Requests to hang or adhere posters, banners, flip chart paper, or other materials in meeting rooms, sleeping rooms, or public space must be submitted to NBEA in advance so that NBEA can notify the Hotel's conference service manager and obtain assistance and any required approval. Any damage to the Hotel resulting from a lack of prior approval will be billed to NBEA by the Hotel. EXHIBITOR is responsible for reimbursing NBEA for damage caused by EXHIBITOR, its representatives, or its materials. No painting of any kind is allowed inside the Hotel.

Tables must be located in compliance with local Fire Department regulations pertaining to mandatory aisles and fire exits. Decorations, props, or staging brought into the Hotel must comply with local fire department regulations. Pyrotechnics are prohibited.

EXHIBITOR must remove all materials and displays according to the removal instructions provided by NBEA. Anything left over will be discarded. NBEA staff will not be responsible for any remaining items. Please arrange for any necessary shipping in advance. NBEA is not responsible for shipping exhibit materials, providing shipping supplies (such as boxes, tape, or labels), or handling any items left behind by exhibitors.

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 Embassy Suites by Hilton Omaha Downtown/Old Market for the duration of the Conference. EXHIBITOR shall be responsible for ensuring that all packing materials are kept in crates or boxes.

8. Handling

EXHIBITOR shall make its own arrangements for shipment, delivery, and/or receipt of all materials and empty crates. All shipments and deliveries shall be prepaid. Hotel shipping and receiving instructions, permitted delivery dates, package labeling requirements, and any applicable handling or storage fees will be communicated closer to the conference. Do not ship materials until these instructions have been provided.

Conference venue: Embassy Suites by Hilton Omaha Downtown/Old Market, 555 S. 10th St, Omaha, NE 68102. This venue address does not replace the shipping instructions to be provided.

9. Use and Care of Exhibit Space

Exhibit booth details, including table dimensions and display requirements, will be communicated closer to the conference. No part of an exhibit shall obstruct the view of adjacent exhibits. Exhibits shall not be unduly noisy, glaring, or otherwise objectionable. 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 Conference area, from selling or distributing alcoholic beverages and conducting lotteries, raffles or drawings except for the exhibitor conference raffle.

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 expressed, written consent of NBEA. Exhibition advertisements and displays must conform to the statement in the EXHIBITOR'S application describing displays.

12. Failure to Occupy Space

Unless EXHIBITOR receives prior approval for delayed occupancy from NBEA, any exhibit not occupied by the opening of exhibits on Thursday, April 1, 2027, will be forfeited by the EXHIBITOR, and it may be reassigned or used by NBEA without refund to EXHIBITOR.

13. Security

NBEA, the Embassy Suites by Hilton Omaha Downtown/Old Market, 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. NBEA advises removal of all valuables (i.e. laptop computer, cell phones, etc.) at the end of each exhibit session.

14. Cancellation or Relocation of Conference

If NBEA fails to hold its conference as herein provided, relocates its conference site to another hotel or city, or fails to furnish EXHIBITOR the exhibit as stated herein, it shall refund to EXHIBITOR any charges paid to NBEA hereunder, less expenses as set forth in Section 16. Such refund shall be accepted by EXHIBITOR in full settlement of any loss or damage suffered or claimed by EXHIBITOR.

15. Cancellation by Exhibitor

If the EXHIBITOR notifies NBEA in writing by January 15, 2027, that it will not occupy the exhibit space stated herein, all fees paid by the EXHIBITOR will be refunded, less a \$50 administration fee. No refund of any fees will be made if such notice is received after January 15, 2027.

16. Liability and Indemnity

EXHIBITOR assumes sole responsibility and liability for all damages or injuries arising out of, resulting from, or in any manner connected with its exhibit (including installation and dismantling) that may be

suffered by (a) EXHIBITOR and its employees and representatives, (b) other EXHIBITORS and their employees and representatives, (c) conference attendees, guests or visitors, (d) the Embassy Suites by Hilton Omaha Downtown/Old Market and the owners, employees, and representatives thereof, and (e) any other persons lawfully on or about the convention premises.

EXHIBITOR assumes all risks associated with, resulting from, or arising in connection with EXHIBITOR'S participation or presence at the CONFERENCE, 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 NBEA from any and all risks, losses, damages, and liabilities, whether described in this section or not.

EXHIBITOR agrees to indemnify, defend and hold harmless NBEA and its subsidiaries and affiliates, directors, officers, employees, agents, representatives, volunteers, successors, and assigns from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, including reasonable attorney's fees, or disbursements of any kind or nature whatsoever, which may be imposed on, incurred by, or asserted against NBEA or any of such indemnities in any way relating to or arising out of this Agreement (including EXHIBITOR'S breach of this Agreement) and/or EXHIBITOR'S use of exhibits or attendance at the Conference. 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 NBEA upon request.

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

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

17. Insurance

EXHIBITOR assumes responsibility and agrees to indemnify and defend NBEA and Embassy Suites by Hilton Omaha Downtown/Old Market, and the Hotel's Owners, and their respective owners, managers, subsidiaries, affiliates, employees, and agents against any claims or expenses arising out of the use of the exhibition premises.

The EXHIBITOR understands that neither NBEA 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), NBEA 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 NBEA for the costs associated with such eviction and refusal, less fees paid. In addition to the remedies provided in this Agreement, NBEA 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

NBEA reserves the right to use photos showing your company name or representatives in future marketing materials.

20. Interpretation and Amendments

NBEA reserves the right to interpret or amend the rules in the 2027 National Business Education Conference Exhibitor Agreement as it deems proper to ensure the success of the National Business Education Conference and further its educational purposes.

21. Rules

EXHIBITOR agrees to abide by all exhibit terms and conditions as stated in this agreement. NBEA may adopt rules or regulations from time to time governing the Conference 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 NBEA.

22. Governing Law

This Agreement shall be construed in accordance with the laws of the State of Nebraska, without giving effect to principles of conflicts of law thereunder. In addition, all disputes arising under this Agreement shall be resolved in any local or federal court in Omaha, Nebraska, and EXHIBITOR agrees, solely for purposes of this Agreement, to submit to the personal jurisdiction of that court.