Exhibitor Terms and Conditions

These Terms and Conditions exist to ensure that all exhibitors are given an equal opportunity to present their products and/or services to the Symposium in an effective manner. Exhibit space is made available by the Symposium for the exclusive purpose of imparting useful information to its professional attendees about the available products and services in their respective fields of interest. Any exceptions or alterations to the restrictions and boundaries described herein must meet with the approval of the Symposium Steering Committee and must be submitted in writing by June 15, 2027.

1. CONTRACT FOR SPACE. By submitting an Application, the Exhibitor agrees to abide by these terms and conditions, the "Contract." Acceptance of an Exhibitor's application does not imply endorsement by the Symposium Steering Committee or The NELAC Institute (TNI) of the applicant's products or services, nor does rejection imply lack of merit of the product, service or company. The Symposium Steering Committee has the sole right to determine eligibility of any company, product or service for inclusion in the exhibit program and retains the right to cancel the Contract anytime if the exhibit is deemed to be contrary to the best interests of the Symposium.

2. SPACE ASSIGNMENT. Exhibit location will be assigned according to the order in which payment is received from exhibitors. Exhibit space will not be held or reserved until payment is received. Payment for exhibit space must be made no later than July 8, 2027.

3. EXHIBIT SPACE. The Symposium will supply a 3 foot by 6-foot table that can be used for display purposes and two chairs. Adequate space next to this table can allow for the use of a banner stand or similar display as long as the total length does not exceed 8 feet. **Ten-foot pop-up booths are not allowed.** (Exceptions to this policy are allowed for those exhibitors that have 2 or more spaces.)

4. USE OF EXHIBIT SPACE. The purpose of the exhibit program is to inform and educate Symposium attendees regarding characteristics and uses of the products and services of the organizations who are exhibiting.

5. CANCELLATION. Exhibitor agrees that the Symposium will sustain certain losses if Exhibitor cancels this Contract after Exhibitor has been assigned exhibit space. Because of the difficulty of determining and proving such losses, Exhibitor agrees to pay the amounts set forth below as liquidated damages and not as a penalty in the event Exhibitor cancels all or part of its exhibit space. Exhibitors who cancel will be refunded their payment(s) according to the following schedule:

Cancellation prior to May 2, 2027 – Full refund.
Cancellation between May 2 and July 7, 2027 – 50% refund.
Cancellation after July 7, 2027 – No refund.

6. PROPER CONTENT. Exhibitor's content must be such as not to offend even the most critical attendee. Any breach of this rule may result in Exhibitor being removed from the Symposium. If the Symposium Steering Committee decides an Exhibitor is engaged in any activities or is displaying any goods or services contrary to the best interests of the Symposium, the Symposium Steering Committee may, in its absolute discretion, rearrange or remove such goods or services or cancel entirely any allocation of space, without liability for refund and without liability for any other damages caused by such action.

The Symposium is the owner of certain logos, trademarks, and intellectual property (the "Marks") including but not limited to the names "Environmental Measurement Symposium", "National Environmental Monitoring Conference" and "Forum on Environmental Accreditation" and their associated logos. Exhibitor may not use any of the Marks without the prior written consent of the Symposium Steering Committee. If an Exhibitor wishes to use any of the Marks on its advertising or other materials, the Exhibitor will first submit a copy of the proposed material for review and approval by the Symposium Steering Committee.

Exhibitor is required to maintain its booth so as to be clean and presentable at all times. All supplies, handouts, literature and samples must be confined to the booth space and not behind it. Packing crates and boxes are not permitted in booths during show hours. Exhibitor may not serve or provide food or alcoholic beverages in its exhibit space without the prior

written consent of the Symposium Steering Committee. This provision is not intended to restrict the free distribution of small quantities of pre-packaged food items such as candies.

The times of the exhibit are the only times that public and sales activities can be provided during the week of the conference. Exhibitors and sponsors may display only informational literature, product samples and/or related materials (such as small promotional items) at their own booth. Vendors and other individuals who have not purchased booth space or sponsorship may not distribute their literature or goods at the meeting. Any activity within the exhibits must conform to the professional nature and character of the Symposium. The Steering Committee reserves the right to prohibit and require immediate cessation of any activity or distribution, which does not conform. To avoid any problems, the Steering Committee will provide advance approval of activities and items upon request of an Exhibitor. Canvassing or distributing advertising matter outside the exhibitor's own pace is not permitted. Contests, lotteries, raffles or giveaways are highly discouraged and must have the express written and personal consent of the Steering Committee.

Based on the level of participation, exhibitors may receive free advertisements, or purchase advertisements, to appear in the final printed program. These advertisements must be no larger than a business card (3.5" x 2") and must be provided in a high-resolution vector file format.

7. ATTENDEES. On or around July 12, 2027, TNI will provide each exhibit coordinator with a list of all registered attendees, including those included as exhibitors. TNI expects each organization to review the list of attendees from their organization and provide any corrections by July 22, 2027. TNI's personal data protection policy allows attendees to uncheck a box informing them that TNI plans to make their contact information available to registered attendees. TNI will identify any individual who unchecked this box and expects vendors registered as exhibitors to honor this request. All exhibitor attendees will be added to the attendee list automatically. Exhibitors can review this preliminary list and make any changes to the exhibitor attendees prior to July 29, 2027. Any changes to the exhibitor attendees after July 29 will incur a $75.00 charge.

8. CONFLICTING MEETINGS AND SOCIAL ACTIVITIES. The Symposium Steering Committee ensures that a number of venues exist for vendors to promote their organization through sponsorship of various events and activities held in conjunction with the Symposium. These organized events are announced in an Exhibitor Prospectus and are available to any organization. In the interest of the success of the entire conference, the Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage the absence of attendees from the conference during official hours.

Vendors may choose to host their own event, not in conjunction with the conference. However, any such event held at the host hotel for the Symposium must be approved by the Symposium Steering Committee. Such approval is not needed for events held in other locations; however, TNI would prefer to partner with any such organization to ensure minimal disruption to organized events of the conference.

If a vendor decides to promote some activity and would like the activity to be mentioned in official documents (printed and electronic) developed for the conference, the activity must be approved by the Symposium Steering Committee.

The Symposium will not support any vendor sponsored event that promotes a vendor product and that involves required attendance by all attendees (e.g., a vendor-sponsored luncheon).

9. RESTRICTION OF ACTIVITIES. All exhibitors' activities must be confined to the contracted exhibit space. No solicitation or distribution of materials outside of exhibit space will be allowed without written permission from the TNI Executive Director.

10. HEALTH AND SAFETY. All exhibitors and their representatives shall conform to the health and safety measures that have been put in place by Hyatt, TNI, and federal, state, and local governments in general, and with regards to COVID-19 specifically.