



# SEE THE POSSIBILITIES EMBRACE THE FUTURE

JULY 12-15 • 2021 • #ANC21 #VIRTUAL

## Virtual ANC21 Exhibitor Booth Contract

Please return this form with payment to:

Crystal Harper Pierre, Exhibit Sales Manager, at [charper@schoolnutrition.org](mailto:charper@schoolnutrition.org).

### Exhibitor Information

COMPANY NAME

STREET ADDRESS

CITY, STATE, ZIP

CONTACT

TITLE

PHONE

EMAIL

### Payment Information

- Virtual Expo Booth:**
  - \_\_\_ \$1,800 (member)
  - \_\_\_ \$3,000 (non-member)

**Digital Banner: \$250**

**Background Image  
Branding: \$250**

**TOTAL DUE:** \_\_\_\_\_

- Applied Credit Balance     Check Enclosed
- Invoice My Company
- Visa     Mastercard     Amex     Discover

CARD NUMBER

CVV CODE

CARDHOLDER'S NAME

EXP. DATE

SIGNATURE

**General Terms:** I understand that this application becomes a contract when signed and accepted by SNA. I agree to pay 100% of the total amount due today unless I request to be invoiced. I understand that all balances must be paid in full by **June 30, 2021**.

**Cancellation Policy:** Cancellations must be received in writing. No refund will be given after **June 15, 2021**.

**Contract and payment must be received by June 30, 2021, to participate.**

**TERMS & CONDITIONS:** The School Nutrition Association (SNA) is not liable for any loss sustained by the participant because of the participant's or any third party's failure to access the conference website or because of any breakdowns, software errors, incomplete or inaccurate transfer of information. The parties agree that this agreement (and any other agreement referred to herein) contains the complete agreement between the parties and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. The person signing the application on the exhibitor's behalf shall be deemed to have full authority to do so and shall have no right to claim against SNA that such person or persons did not have such authority.

The exhibitor is responsible for creating and providing booth content to the Swapcard platform. If the exhibitor fails to respond in a timely manner for content or otherwise fails to deliver content, SNA shall be under no obligation to change the dates of the event or provide a refund. SNA reserves the right to prohibit, limit or discontinue the distribution of gifts, giveaways or similar promotions. SNA will not promote an exhibitor's contests, drawings or winners during the Virtual Annual National Conference 2021 (ANC21). Exhibitors can host these types of events within their booth and are responsible for their own promotion.

The exhibitor hereby agrees to indemnify and hold forever harmless SNA, its officers, agents and employees against all costs, claims, demands, proceedings, liability, losses and expenses (including reasonable legal fees) whatsoever made against or incurred by SNA as a result of, related to or arising in connection with (i) a breach of these terms by exhibitor, and/or (ii) any acts or defaults of exhibitor, exhibitor's employees or agents in connection with the event and/or (iii) any claim brought against SNA that the content or any services or software supplied by exhibitor infringe, violate or trespass or constitute the unauthorized use or misappropriation of any intellectual property of any third party. Exhibitors will only promote products and services regularly sold by them. No products and/or services will be directly sold from within the conference platform. No virtual booths may be shared or sublet. Failure to comply is deemed cause for cancellation of the space.

**CANCELLATION: The cancellation of exhibit space will be accepted up to June 15, 2021, with a cancellation fee of \$300 applied. Cancellation of exhibit space after June 15 will not be eligible for refund.**

**FORCE MAJEURE:** Neither party shall be held responsible for delays or nonperformance caused by activities or factors beyond its reasonable control, including without limitations, or Virtual ANC21 cannot be virtually conducted because of a software or issue with the hosting platform (not including problems with the user's personal internet connection or equipment), action by any governmental or quasi-governmental entity, war, epidemic or pandemic, insurrection or riot, weather, fires, explosions, strikes, lockouts or lockdowns, terrorism, acts of God, cancellation of the Event or any other activities or factors beyond its control, whether similar or dissimilar to any of the foregoing. If the Virtual ANC21 is cancelled through no malfeasance of the Exhibitor, the Exhibitor shall be entitled to a refund of any fees paid. It shall not, however, be entitled to reimbursement for out-of-pocket expenses incurred in connection with the Event.

**CODE OF CONDUCT:** Exhibitors are expected to conduct themselves in a professional manner and treat others with respect. In agreeing to the terms and conditions of the SNA's Virtual ANC21 Exhibit Booth Contract, all participants agree to adhere to the SNA Virtual Code of Conduct. If SNA determines behavior is disruptive or abusive, the Exhibitor will receive one written warning. Any further conduct of this nature will result in the removal of the offending company's booth. At its discretion, if at any time SNA deems a virtual exhibit or an exhibit's contents objectionable, SNA reserves the right to remove and/or cancel the exhibit booth or any portion thereof at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, products or any item of poor character, which, in the sole judgment of SNA, is detrimental to or unsuitable for the Virtual ANC21 or jeopardizes the conference's safe operations. This right may be exercised by SNA at any time, regardless of whether it is before, during or while Virtual ANC is open for attendees to access. In the event this right is exercised during the Virtual ANC21, SNA shall not be liable for refund of exhibit booth fees, or any other expenses incurred by reason of SNA's removal of objectionable content or any portion thereof. In addition, Exhibitors who are removed from participating in the Virtual ANC21 will have two (2) priority points deducted from the exhibiting firm. Exhibitor hereby expressly waives all rights and claims, actions and demands for damages, costs and expenses, including without limitation, legal fees, lost profits and costs of goods sold, against the virtual hosting platform, SNA, their directors, officers, agents, employees and/or servants for such removal and/or cancellation.