



**2024 CONVENTION  
JANUARY 7-10, 2024  
GAYLORD OPRYLAND RESORT & CONVENTION CENTER  
NASHVILLE, TENNESSEE**

## Frequently Asked Questions

Here are answers to some of the most common questions asked by exhibitors:

### WHAT ARE THE CONVENTION DATES?

January 7-10, 2024, in Nashville, TN. **EXHIBIT HALL WILL BE OPEN JANUARY 7-9<sup>TH</sup>.**

### WHEN IS THE EXHIBITOR MOVE-IN?

	<u>FRIDAY, JANUARY 5</u>	<u>SATURDAY, JANUARY 6</u>	<u>SUNDAY, JANUARY 7</u>
<b>CHECK-IN</b>	8:00 AM TO 6:00 PM	8:00 AM TO 6:00 PM	
<b>SET UP</b>	8:00 AM TO 5:00 PM	8:00 AM TO 5:00 PM	7:00 AM TO 8:30 AM

*ALL EXHIBITORS NEED TO BE CHECKED IN BY 6:00 PM ON SATURDAY, JANUARY 6, 2024*

*SUNDAY, JANUARY 7 – ALL EXHIBITS MUST BE READY FOR OPENING OF CONVENTION BY 8:30 AM*

### WHAT ARE THE HOURS THE EXHIBIT HALL IS OPEN?

<u>SUNDAY, JANUARY 7</u>	<u>MONDAY, JANUARY 8</u>	<u>TUESDAY, JANUARY 9</u>
9:00 AM TO 5:00 PM	8:30 AM TO 4:00 PM	9:00 AM TO 12:00 PM

Convention programming will go on until January 10<sup>th</sup>.

### WHO WILL VISIT MY COMPANY'S BOOTH?

Exhibitors can reach over 6,500 coaches and support personnel from high school to professional ranks in the four-day convention.

### IS A THIRD-PARTY CONTRACTOR ALLOWED?

Yes, if you complete the Exhibitor Appointed Contractors Form.

### WHAT IS INCLUDED IN MY BOOTH PACKAGE?

Each 10' x 10' booth will be set with 8' high gray and blue back drape and 3' high gray side drape, a standard one-line identification sign (7"x44"), included # of Exhibit credentials, book within the AFCA Housing Room block, ability to book meeting room space in the hotels outside of show hours, pending AFCA approval.

**Table, chairs, carpet, electrical, WiFi are NOT included in your booth space fee. If you would like these items, please order via The Freeman Company Service Kit.**

Included in your booth space fee is compliant liability insurance, provided by Rainprotection Insurance. (Insurance will meet the requirements of the AFCA and the Convention Center.

**CAN I MOVE MY OWN STUFF INTO MY BOOTH?**

Exhibitors may hand carry or cart (non-motorized or mechanical) their booth materials themselves. The Freeman Company offers additional assistance for additional fees.

**ARE THERE OTHER BENEFITS AVAILABLE FOR EXHIBITORS?**

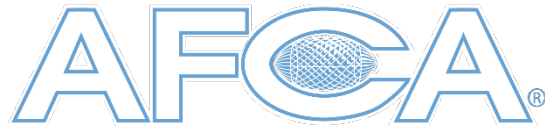
Additional benefits, such as premium booth placement, social media and digital campaigns, product showcases, as well as signage and branding opportunities are available when you become a sponsor or premier or featured exhibitor. There are several packages available. For more information please contact, Bobby Staub, Director of Sponsorships and Development, at 254-754-9900 or [bstaub@afca.com](mailto:bstaub@afca.com)

**CAN I RELOCATE TO ANOTHER BOOTH LOCATION?**

If the desired booth is available, you will need to communicate with Diane McPheeters, [exhibits@afca.com](mailto:exhibits@afca.com). No booth changes will occur once the Convention begins.

**CAN EXHIBITORS ATTEND THE CONVENTION EDUCATIONAL SESSIONS?**

Yes, credentialed exhibitors may attend any educational sessions, however, booths must have an exhibitor in them during Exhibit Hall hours.



## CONVENTION – JANUARY 7 - 10, 2024

### NASHVILLE, TENNESSEE GAYLORD OPRYLAND RESORT & CONVENTION CENTER RYMAN HALL C1-C2

<b>10' x 10' Standard Booth</b> (Includes 4 Exhibit Credentials)	\$2,000
<b>10' x 10' Premium Booth</b> (Includes 6 Exhibit Credentials)	\$2,500
<b>10' x 20' Bay</b> (Includes 6 Exhibit Credentials)	\$5,000
<b>10' x 30' Bay</b> (Includes 8 Exhibit Credentials)	\$7,500
<b>20' x 20' Bay</b> (Includes 12 Exhibit Credentials)	\$9,500
<b>20' x 30' Bay</b> (Includes 14 Exhibit Credentials)	\$12,000
<b>30' x 30' Bay</b> (Includes 18 Exhibit Credentials)	\$14,500
<b>30' x 40' Bay</b> (Includes 20 Exhibit Credentials)	\$18,000
<b>30' x 50' Bay</b> (Includes 22 Exhibit Credentials)	\$22,500
<b>30' x 60' Bay</b> (Includes 24 Exhibit Credentials)	\$25,500

**Custom booth configurations are available, please contact [exhibits@afca.com](mailto:exhibits@afca.com) or call 254-754-9900 for more information.**

Additional credentials may be purchased by the exhibitor in advance for **\$50 each**.

Any Credential name changes must be made by December 10, 2023. There will be a **\$10** fee associated with any Credential name changes starting January 1, 2024.

#### **PLEASE NOTE:**

- **Exhibit Booth is NOT CARPETED.** AFCA will carpet the main aisles in midnight blue carpet.
- **The Ceiling Height of the Exhibit Hall is 19 FEET.**
- **The Maximum Height TOP of Hanging Sign is 17 FEET.**

***Exhibitor's Service Kit will be available through The Freeman Company***

\*\*\*\*\* **GENERAL INFORMATION** \*\*\*\*\*

**AFCA CONVENTION**

The annual convention of the American Football Coaches Association will be at the Gaylord Opryland Resort & Convention Center in Nashville, Tennessee, on **January 7 - 10, 2024**. **The Exhibit Hall will be open January 7-9, 2024**. We are now taking applications for the rental of exhibit space in Ryman Hall C1 & C2.

**Included is a floor plan, pricing of exhibit space and an application for the rental of exhibit space.**

Assignment of exhibit space will be from the choices listed on the application contract for exhibit space, where possible, the product/service of the exhibitor, support of the AFCA and its programs, and **the exhibit space available on the date and time the application-contract is received with full payment at the AFCA office.**

Upon receipt of the application contract and full payment, a letter of confirmation of exhibit space will be emailed to you. Room reservation instructions will be sent, as well. The AFCA has secured a block of rooms for exhibiting personnel, based on the amount of exhibit space reserved. It is very important that you make your reservations promptly and through the AFCA official housing agent. Housing reservations can only be made once your booth payment has been received.

Soon thereafter, you will receive **directly** from **The Freeman Company**, the official cartage and decorator to the AFCA, a "Service Kit" containing instructions and information for your exhibit space needs.

The exhibit area will be available for you to prepare your exhibit space at 8:00 AM on Friday, January 5, 2024. **All exhibits must be ready for the opening of the Exhibit Area at 8:30 AM on Sunday, January 7 and must remain open until NOON on Tuesday, January 9, at which time the Exhibit Area will close.**

It is the desire and goal of the American Football Coaches Association to provide you with the best possible venue to expose your product and/or service to the AFCA membership. We will encourage and direct our membership in attendance to visit the exhibit area several times during the convention. We look forward to another successful AFCA convention and we look forward in seeing you in Nashville, Tennessee, in January 2024.

We welcome you to become an exhibitor and if you do, please be cognizant of the Trade Union rules, the Exhibit Terms and Conditions and the Exhibitor Rules and Regulations of the exhibit area. Please note that the services rendered after 4:30 PM on Friday and all day on Saturday and Sunday are at **OVERTIME RATES**.

**Reminders: Common sense prevails!**

1. Helium filled balloons are not permitted in the exhibit area.
2. No **outside** food or beverage permitted inside the exhibit area.
3. No storage of any kind allowed behind curtains or walls of booths.
4. Ceiling height of the Exhibit Hall is 19 feet.

5. Maximum height **TOP** of hanging sign is 17 feet.
6. Exhibit Booth is **NOT** carpeted. AFCA will carpet the main aisles in midnight blue carpet.
7. Respect your fellow exhibitor.
8. No firm or organization not assigned an AFCA credential (Exhibitor or Business Allied Member) will be permitted to solicit business at the convention.
9. Suite requests must be made through AFCA Housing. Meeting rooms need to be approved in advance through **Amy Gilstrap** ([agilstrap@afca.com](mailto:agilstrap@afca.com)) or 254-754-9900 at the AFCA office in Waco, Texas.
10. The use of motorized or mechanical equipment is not permitted for self-unloading and loading a "Privately Owned Vehicles." *Privately Owned Vehicles are defined as cars, pick-up trucks, vans, and other trucks primarily designed for passenger use, not cargo or freight. Vehicles that do not qualify for this service, or that have material that requires mechanical assistance to unload, will be directed to the Freeman Marshalling Yard.*

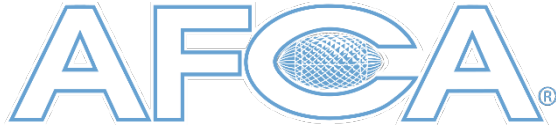
If needed, empty container storage and return is available through The Freeman Company at the prevailing time and material rates.

11. Vehicles that are part of an Exhibit must adhere to the following: ¼ tank of fuel or less, battery disconnected, and one end taped off, AND gas cap taped/sealed.
12. Cart Service: this service is intended only for "Privately Owned Vehicles" that require assistance with unloading and loading; and is priced on a "per trip" basis.
13. There will be a designated area on the loading docks for "self-unloading and loading of "Privately Owned Vehicles."

**14. IT/TELECOMMUNICATIONS:**

(a) The Facility will exclusively provide all connectivity from the demarcation to the Facility for telephone and data requirements. The Facility will exclusively provide all connectivity for bandwidth of the Facility including internet, VPN transport and dial tone. A variety of IT and telecommunication services are available within the Facility and these services are at an additional cost to any charges for use of the exhibit space. Exhibitor must arrange for IT and telecommunication services with AFCA at least 90 days prior to the start of the convention.

(b) The Facility and AFCA retain the exclusive right to manage and coordinate wireless frequencies to ensure clear communication and prevent overlap. This allows for consistent and confident use of these frequencies by AFCA, the Facility, and other convention patrons. If an Exhibitor is found to be using excessively high bandwidth volume or is otherwise in violation of this paragraph or its agreement with the Facility for use of such IT and telecommunication services, the Exhibitor must immediately discontinue use of such bandwidth upon request.



# **EXHIBITOR PACKAGE**

## **AFCA CONVENTION**

**JANUARY 7 - 10, 2024**

## **GAYLORD OPRYLAND RESORT & CONVENTION CENTER**

**NASHVILLE, TENNESSEE**

**RYMAN HALL C1-C2**

**\*\*\* PLEASE READ CAREFULLY \*\*\***

### **EXHIBIT SCHEDULE:**

	<u>FRIDAY, JANUARY 5</u>	<u>SATURDAY, JANUARY 6</u>	<u>SUNDAY, JANUARY 7</u>
<b>CHECK-IN</b>	8:00 AM TO 6:00 PM	8:00 AM TO 6:00 PM	
<b>SET UP OF DISPLAYS</b>	8:00 AM TO 5:00 PM	8:00 AM TO 5:00 PM	7:00 AM TO 8:30 AM

**NOTE: All Exhibitors need to be Checked-In by 6:00 PM on Saturday, January 6, 2024.**

**Sunday, January 7<sup>th</sup>** – All Exhibitors **MUST** be ready for opening of convention by **8:30 AM**. AFCA will perform a walk-through of the Exhibitor Hall at that time. Exhibitors must abide by all terms and conditions within this agreement and must make sure their Exhibit space complies with all terms and conditions.

### **EXHIBIT HALL HOURS**

<u>SUNDAY, JANUARY 7</u>	<u>MONDAY, JANUARY 8</u>	<u>TUESDAY, JANUARY 9</u>
9:00 AM TO 5:00 PM	8:30 AM TO 4:00 PM	9:00 AM TO 12:00 PM

**NOTE: Exhibits are **NOT** to be broken down prior to **NOON** on Tuesday, January 9, 2024.**

**TUESDAY, JANUARY 9 – 1:00 PM TO 8:00 PM – BEGIN THE DISMANTLING OF DISPLAYS.**

*Freeman will begin returning empty containers as soon as the aisle carpeting is removed or plastic covering has been laid in the aisles of the exhibit hall.*

*Convention programming will go on until January 10<sup>th</sup>.*

#### **Reminders:**

- **At the close of the convention, please keep ALL AISLES clear to allow the Freeman Company to return empty cartons to exhibitors.**
- **Labor charges will be at the overtime rates after 4:30 PM on Friday, January 5<sup>th</sup> and ALL day, Saturday and Sunday, January 6-7<sup>th</sup>.**

## **AFCA CONVENTION EXHIBITOR TERMS AND CONDITIONS**

**Please read carefully. All exhibitors are subject to these terms and conditions. It is the exhibitor's responsibility to comply with them. Exhibitors who do not comply with these terms and conditions are subject to the penalties described herein.**

1. **PARTIES** The Application for Exhibit Space ("Application") and these AFCA Convention Exhibitor Terms and Conditions (collectively, the "Agreement") is between the American Football Coaches Association ("AFCA") and the registered Exhibitor. The terms, "you," "your," or "Exhibitor" as used in this Agreement refer to the company or individual named on the Application, including Exhibitor's representatives, agents and any individual named on the Application, including Exhibitor's representatives, agents and any individual or entity attending with your permission or authorization. "Facility" means the convention space and its respective owner identified on the Application.

### **2. SPACE RENTAL**

(a) The cost for the exhibit space is based on the size of the exhibit space as specified on the included sheet in the Exhibitor Package. A check for the full amount made payable to THE AMERICAN FOOTBALL COACHES ASSOCIATION in U.S. funds must be mailed to:

**AFCA – Attn: Exhibits**  
100 Legends Lane  
Waco, TX 76706

or credit card authorization submitted, along with the completed online application, to be considered for an exhibit space. Exhibitor booth space(s) will not be assigned until after Exhibitor has paid the full amount due.

(b) The following items are included in the Exhibitor registration fee: one 8' background drape, 3' side drapes, a standard booth sign carrying the Exhibitor's name and booth number, and general overhead illumination. All other materials or services, including all tables, chairs, other furniture, and any additional signage, electrical outlets, etc., are the sole responsibility of the Exhibitor and should be ordered in advance from the Freeman Company.

(c) There is no guarantee that Exhibitor will be assigned the exhibit space location(s) it requests on the Application. AFCA makes exhibit space assignments basis on the preferred exhibit space listed on the Application, the date the Application and full payment are received by AFCA, support of the AFCA and its programs, and/or the nature of the exhibit. All dimensions and locations shown on the official floor plan are believed but not warranted to be accurate. AFCA reserves the right to change the floor plan and/or change Exhibitor's exhibit space location at any time, including prior to or during the convention, if AFCA, in its sole discretion, determines that such change is in the best interest of the convention. All decisions by AFCA regarding the location of the booth space are final.

(d) On-site relocation requests must be received by 8 AM on Sunday to Diane McPheeters. Requests will be decided by 8:45 AM on Sunday.

3. **EXHIBITOR LIABILITY INSURANCE:** Rainprotection Insurance includes: (1) Bodily Injury and Property Damage - \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance coverage covers the dates of the AFCA Convention, which include all days from move-in to move-out. We will gladly accept any certificate of liability you may already have.

### **4. CONSTRUCTION, INSTALLATION AND USE OF EXHIBIT FACILITES**

(a) **Acceptability of Exhibits:** All exhibits must be in the best interest of the members of the AFCA and shall be operated in a way that will not detract from other exhibits, the exhibition, or the convention. Acceptability includes persons, things, conduct, printed matter or anything of a character, which AFCA determines is objectionable to the convention. AFCA reserves the right to require the immediate withdrawal of any exhibit which is believed in AFCA's sole opinion to be injurious to the purpose of the



AFCA. In the event of such restriction or eviction, AFCA is not liable for any refund of rental fees or any other exhibit-related expense.

- (b) **Permits/Direct Sales:** Exhibitor is responsible for procuring any and all applicable licenses, permits and/or approvals required under federal, state or local law in connection with Exhibitor's activities at the convention, and for paying all fees in connection therewith. All sales of any kind that involve the exchange of currency for goods received during the convention must be conducted within the confines of the exhibit space so designated and are restricted to the AFCA membership only. All companies making sales must comply with local licensing and tax regulations. Companies should provide a sales receipt for purchasers to show on demand as a safeguard against theft. Only those exhibitors approved in advance by the AFCA may make direct sales from their exhibit space to the AFCA membership.
- (c) **Restrictions on Use of Exhibit Space:** Solicitations or demonstrations by exhibitors must be confined within the bounds of their own respective exhibit space. Aisle space shall not be used for exhibit purposes, display signs, solicitation, or distribution of promotional material. Exhibits, signs, and displays are also prohibited in any of the meeting facilities or hallways of the hotels. The use of all amplified speaker systems is strictly prohibited. Any sound projection shall be at normal conversation levels. Exhibitor agrees to immediately discontinue use of any sound projection upon request of AFCA.
- (d) **Construction of Exhibits:** Exhibits shall be constructed and arranged so that they do not obstruct the general view or hide the exhibits of others. Nails or screws are not to be used for fastening objects to any stage, floor, or wall. No sidewall higher than 36 inches may extend forward from the back wall more than four feet. Nothing shall be displayed on the back of the exhibit space. Exhibitors wishing to use other than standard exhibit space equipment or any signs or materials in any way conflicting with the stated regulations should submit two copies of a detailed sketch of the proposed layout at least 60 days prior to the convention or before construction is ordered and must receive written approval from AFCA. **Note: All exhibit spaces and displays shall be open, i.e., no covered tops or canopies unless prior approval by the Facility and Fire Marshal has been given.**
- (e) **Appearance of Exhibits:** Any part of the exhibit, which does not lend itself to an attractive appearance, such as unfinished side or end panels, must be draped at Exhibitor's expense. AFCA reserves the right to have such finishing completed, and Exhibitor agrees to pay any such costs.
- (f) **Installation and Dismantling of Exhibits:** Exhibitor expressly agrees to do all installation and dismantling of exhibits during the time indicated in the accompanying exhibit information. No exhibit may be erected after the convention opens nor be dismantled before the official end of the convention. It is the responsibility of Exhibitor to see that all materials are delivered to the exhibit hall and removed from the exhibit hall by the specified deadline. If you fail to remove the exhibit, arrangements will be made by the AFCA for the removal of the exhibit at your expense.
- (g) **Drayage:** Freeman Exhibitor Services ("Freeman") is the official drayage company of AFCA, and all advance shipments of exhibit material must be made through Freeman. To make it possible to set up the convention in the limited time available and to avoid confusion and congestion, Freeman must control all inbound and outbound traffic in loading and unloading areas, in the aisles, or in any other freight traffic patterns.
- (h) **Labor:** Exhibitor shall employ only the Facility's approved labor personnel for all work other than work properly handled by their own employed personnel in accordance with local labor regulations. Information regarding special regulations, which are applicable, may be obtained from Freeman. Display personnel, painters, carpenters, electricians, and other skilled labor can be arranged through Freeman at established rates.
- (i) **Fire and Safety Regulations:** All local regulations will be strictly enforced, and Exhibitor assumes all responsibility for compliance with such regulations. All decorations and exhibit space equipment must be fireproofed, and electrical wiring must meet the safety requirements of the official service contractor. Affidavits attesting to flameproof compliance with fire department regulations must be submitted upon



AFCA's request. No combustible material shall be stored in or around the exhibit booths.

- (j) **Damage to Exhibit Facilities:** Exhibitor must surrender rented exhibit space in the same condition it was received at the commencement of occupation. Exhibitor shall not injure or deface the walls, columns or floors of the exhibit facilities, the booths or the equipment or furniture of booth. When such damage appears, Exhibitor shall promptly pay the cost of any and all damage it causes to the Facility, booth equipment or property of another party.
- (k) **Control of All Concession Rights:** Dispensing or serving of beverages or food from the booth must be approved by AFCA and the Facility prior to the commencement of the convention. Exhibitors wishing to distribute food/beverage may be required to purchase such items from the catering department of the Facility. Popcorn machines or the dispensing of peanuts is prohibited in exhibitor booths. **No alcoholic beverages are permitted in exhibit area.**

5. **ADDITIONAL ITEMS:** Upon AFCA's receipt of your paid registration, AFCA will ask Freeman to provide you with an Exhibitor's Service Kit, which will detail the additional costs for other furniture, electrical, and other booth equipment, and service requirements. These services are being offered and furnished by Freeman; AFCA makes no warranty whatsoever regarding such services by Freeman. All arrangements for the additional items provided by Freeman are strictly between you and Freeman.

6. **EXHIBITOR LISTINGS/PHOTOGRAPHS:** By participating in the convention, Exhibitors grants to AFCA a perpetual, fully paid, non-exclusive license to use, reproduce, and display its name, trade name(s), and the name(s) of its product(s) and service(s) in any directory or other listing of AFCA exhibitors in any and all media, including, without limitation, print and electronic media. In no event shall AFCA be liable for any errors or for the omission of Exhibitor from any directory or other listing. Exhibitor agrees that AFCA may photograph or video record Exhibitor's exhibit and workers, before and during the convention and may use the same for promotional purposes. Exhibitor warrants that it owns all intellectual property that it will use at the convention or that it otherwise has the legal right to use the intellectual property, pursuant to a valid license agreement.

Exhibitors cannot conduct any live or taped video or audio broadcasts from their booth space or from anywhere else in the venue without written consent of the AFCA. Request should be submitted to Diane McPheeters, [dmcpheters@afca.com](mailto:dmcpheters@afca.com), by **December 10th** of any desired photography, video, or audio taping opportunity. Exhibitors cannot photograph or video record any booth other than their own.

7. **ACCEPTABILITY & DRESS:** The purpose of all exhibits shall be to serve the interest of the members of the AFCA and shall be operated in a way that will not detract from the exhibits, the exhibition, or the convention. Dress of exhibitors must be conservative and should conform to a reasonable businesslike standard. Persons, things, conduct, printed matter, or anything of character, which the AFCA determines is objectionable to the exhibition, is unacceptable. The AFCA reserves the right to require the immediate withdrawal of any exhibit, which is believed to be injurious to the purpose of the AFCA. In the event of such restriction or eviction, the AFCA is not liable for any refund, rental fees, or other exhibit-related expense.

#### 8. COMPLIANCE

- (a) Each Exhibitor must always comply, at all times, with the Rules and Regulations of the Facility hosting the convention (including all fire regulations and damage prevention rules). The Exhibitor shall be solely responsible for compliance with such Rules and Regulations and will hold AFCA harmless for Exhibitor's failure to comply.
- (b) Exhibitor is responsible for being knowledgeable of and in compliance with all applicable federal, state, and local laws and regulations and all rules and regulations of the Facility while participating in the convention and any activities in connection therewith. Exhibitor agrees to comply with all applicable requirements of the Americans with Disabilities Act, its regulations, and guidelines (collectively, the "ADA") and without limiting the foregoing, agrees to construct and operate its exhibit in compliance with the ADA. AFCA has no responsibility for Exhibitor's compliance with applicable laws, rules, and regulations; compliance is mandatory and is the sole responsibility of the Exhibitor.

- (c) Exhibitor and all of its service contractors and any other parties exhibiting or working in the Facility must comply with all applicable federal, state, and municipal building and fire codes, and all exhibits must pass Fire Department inspection before the opening date. Any questions regarding specific situations should be referred to the Facility's event services department sufficiently in advance of the opening of the convention to enable the Facility to address any problems prior to the opening.
- (d) AFCA reserves the right to (1) prohibit any exhibit or part thereof which, in its sole opinion, violates this Agreement or in any other way, is not suitable to, or in keeping with, the character and spirit of the convention; (2) close an exhibit which, in its sole opinion, violates this Agreement during the convention; (3) refuse to permit an Exhibitor which, in its sole opinion, violates this Agreement to participate in one or more future conventions by reason thereof; (4) change the floor plan (including, but not limited to aisle spaces), without notice, in order to comply with fire, safety and accessibility regulations or to provide, in its exclusive judgement, a safer, more satisfactory, attractive and successful convention; and (5) terminate or interrupt Exhibitor's use of or access to the space as a result of or arising from information possessed or threat(s) received by AFCA or the Facility concerning an imminent danger to any part of the Facility or any occupant or guest therein or in any property immediately adjacent thereto, and AFCA shall not be responsible for, nor have any liability arising from any termination or interruption of Exhibitor's use of or access to the space in accordance with this paragraph.
- (e) AFCA has the absolute discretion to exercise the rights set forth above; provided, however, that the imposition by AFCA of any one or more of the above actions shall not limit in any way other remedies available to AFCA provided elsewhere in this Agreement or provided by law.

#### **9. BOOTH OCCUPANCY**

- (a) Exhibit space not occupied by the close of the exhibit installation period as specified in the Exhibitor Packet will be forfeited by Exhibitor, and this exhibit space may be resold, reassigned, or used by AFCA as it deems appropriate in its sole discretion without any liability to Exhibitor. If the exhibit is on hand, AFCA may assign labor to set up any display that is not in the process of being erected by the given deadline and Exhibitor agrees to pay all charges thus incurred.
- (b) Only the Exhibitor named on the Application and its subsidiaries may exhibit in the booth. Booth sharing by multiple parties is prohibited. Show guide listing, signage, and other promotional materials will be listed in Exhibitor's name only.
- (c) Exhibitor shall not assign, sublet, or apportion the whole or any part of the space allotted to it. Nor shall Exhibitor exhibit therein any other goods, apparatus, material, or service that is not manufactured or distributed by the Exhibitor in the regular course of its business or allow any other person or party to do so.

#### **10. IT/TELECOMMUNICATIONS**

- (a) The Facility will exclusively provide all connectivity from the demarcation to the Facility for telephone and data requirements. The Facility will exclusively provide all connectivity for bandwidth of the Facility including internet, VPN transport and dial tone. A variety of IT and telecommunication services are available within the Facility and these services are at an additional cost to any charges for use of the exhibit space. Exhibitor must make arrangements for IT and telecommunication services with AFCA at least 90 days prior to the start of the convention.
- (b) The Facility and AFCA retain the exclusive right to manage and coordinate wireless frequencies to ensure clear communication and prevent overlap. This allows for consistent and confident use of these frequencies by AFCA, the Facility, and other convention patrons. If Exhibitor is found to be using excessively high bandwidth volume or is otherwise in violation of this paragraph or its agreement with the Facility for use of such IT and telecommunication services, Exhibitor must immediately discontinue use of such bandwidth upon request.

## 11. CANCELLATION, WITHDRAWAL, REDUCTION, REFUNDS

- (a) Any withdrawal of registration for exhibit space, cancellation of exhibit space, or reduction in the size of exhibit space must be made in writing to AFCA stating the reason for such withdrawal, cancellation, or reduction. Notice shall be effective on the date that AFCA receives such written notice. AFCA reserves the right to treat any request for a reduction in the size of exhibit space as a cancellation of the original exhibit space and purchase of a new exhibit space, and AFCA may require Exhibitor to move to a new location if it requests a reduction in exhibit space. Exhibitor specifically recognizes and acknowledges that AFCA will be harmed if Exhibitor withdraws its registration or reduces the size of or cancels its exhibit space. If Exhibitor's written notice of withdrawal or cancellation is received within 14 days from the date the exhibit space confirmation is issued, 75% of all sums paid by Exhibitor of AFCA for the exhibit space will be refunded, or 100% of all sums paid by Exhibitor to AFCA for the exhibit space will be held by AFCA as a prepayment for the following AFCA exhibition. Cancellation or withdrawal of exhibit space after 14 days from the date the exhibit space confirmation is issued will be subject to review by AFCA and any refund will be issued at the sole discretion of AFCA. AFCA will not issue refunds for cancellations or withdrawals after **December 10<sup>th</sup>**.
- (b) If Exhibitor fails to make payment as required by this Agreement, withdraws its registration, or reduces/cancels exhibit space after November 1<sup>st</sup> of the year preceding the convention, Exhibitor shall forfeit all monies paid and all rights in and to the use of any contracted exhibit space. In such case, Exhibitor shall have no right to a listing in any conference exhibitor guide or exhibitor credentials. AFCA shall have the right to dispose of the released space in such way as it may consider in its best interests (including re-sale of such exhibit space) without any liability on the part of AFCA.

**12. SECURITY:** AFCA will provide perimeter security personnel during the hours the exhibit area is not open as it deems necessary, however, the furnishing of security by AFCA or the Facility shall not be construed to be any assumption of liability or duty with respect to the protection of the property of exhibitors. AFCA assumes no liability for loss of property of any kind by, or physical injury to. Exhibitor or attendees, and you hereby release and agree to indemnify AFCA for any such loss.

**13. ASSUMPTION OF RISKS AND RELEASE:** Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the convention, including, without limitation, all risks of theft, loss, harm, damage, or injury to the person (including death), property, business, or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss of such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither AFCA nor the Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither AFCA nor the Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages, and liabilities described in this paragraph.

**14. INDEMNIFICATION:** Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to AFCA), and hold harmless AFCA, the Facility and their respective affiliates, officers, directors, members, employees, agents, and representatives, from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees, and expenses which result from or arise out of or in connection with:

- (a) Exhibitor's participation or presence at the convention
- (b) Any breach by Exhibitor of any agreements, covenants, promises, or other obligations under this Agreement
- (c) Any matter for which Exhibitor is otherwise responsible under this Agreement
- (d) Any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right
- (e) Harm or injury (including death) to Exhibitor, its officers, directors, employees, agents, contractors, or guests
- (f) Loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance, or otherwise
- (g) Any contest, sweepstakes, drawing, giveaway, or similar activity by Exhibitor
- (h) Exhibitor's noncompliance or alleged noncompliance with the ADA. Exhibitor may not settle or compromise any claim without the prior written consent of AFCA.

- 15. LIMITATION OF LIABILITY** under no circumstances shall AFCA or the Facility be liable for any lost profits or any incidental, special, indirect, punitive, or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. AFCA makes no representations or warranties, express or implied, regarding the number of attendees to the convention or regarding any claims arising out of or related to this agreement or the convention shall be limited to a refund of an amount equal to the total amount paid by exhibitor to AFCA in the previous twelve months. The limitation of liability provisions set forth in this paragraph shall apply even if exhibitor's remedies under this agreement fail their essential purpose. Exhibitor acknowledges and agrees that AFCA entered into this agreement in reliance upon the limitations of liability set forth in this paragraph, that the same reflect an allocation or risk between the parties (including the risk that a contract remedy may fail its essential purpose and cause consequential loss), and that the fees charged to exhibitor would be substantially higher were it not for the provisions of this paragraph.
- 16. FORCE MAJEURE:** In an event, including but not limited to, acts of God, acts, regulations, or orders of government authorities; fire flood or explosion; war, disaster, civil disorder (including labor disputes or demonstrations of any kind), acts of terrorism or other violence, curtailment of transportation facilities, or other emergency, makes it impossible, illegal or otherwise inadvisable for AFCA or the Facility to provide the facilities or services contracted herein, this Agreement shall terminate without further obligation on the part of any party hereto. In the event of cancellation, postponement, or disruption of the convention for any cause beyond the control of AFCA, AFCA shall refund Exhibitor its exhibit space rental payment previously paid, minus a share of unavoidable costs and expenses incurred. Exhibitor hereby waives any and all claims against AFCA for damages or compensation due to cancellation or postponement of the convention pursuant to this paragraph.
- 17. AMENDMENTS/ADDITIONAL RULES AND REGULATIONS:** Any and all matters pertaining to the convention that are not specifically addressed in this Agreement shall be subject to determination by AFCA in its sole discretion. AFCA shall have full power in the interpretation and enforcement of all matters contained herein, and the power to make, from time to time, such reasonable amendments thereto and such further rules and regulations as it shall consider necessary or desirable for the proper conduct of the convention. Any such additional rules and regulations are an integral part of this Agreement and hereby are incorporated into this Agreement by reference. Exhibitor shall adhere to additional rules and regulations once they are communicated to Exhibitor. This Agreement, including any additional rules and regulations made by AFCA, states the entire agreement of the parties with respect to its subject matter.
- 18. RIGHT OF ENTRY AND INSPECTION:** AFCA and/or its designees shall retain the right and unfettered discretion at any time to enter the exhibit space occupied by Exhibitor and to inspect any material distributed or made available in the space.
- 19. GOVERNING LAW AND JURISDICTION:** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provisions or rule (whether of the State of Texas or any other jurisdiction). Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or shall be instituted in any United States federal court or state court located in state of Texas in the City of Waco and County of McLennan, and each party irrevocably submits the exclusive jurisdiction of such courts in any suit action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice of other document by certified mail shall be effective service of process for any suit, action, or other proceeding brought in any such court. A final judgement in any such legal suit, action, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgement or in any other manner provided by law.
- 20. ATTORNEYS' FEES:** In the event that AFCA institutes any legal suit, action, or proceeding, including arbitration, against Exhibitor to enforce the covenants contained in this Agreement (or obtain any other remedy in respect of any breach of this Agreement), AFCA shall be entitled to receive the costs incurred in conducting the suit, action or proceeding, including reasonable attorneys' fees and courts costs if AFCA is the

substantially prevailing party.

**21. ENTIRE AGREEMENT:** These AFCA Convention Exhibitor Terms and Conditions and the Application, along with the Rules and Regulations of the Facility, and all related exhibits and schedules of each, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by an authorized officer of AFCA and Exhibitor. All obligations of Exhibitor under this Agreement shall be joint and several. This Agreement is for the sole benefit of the AFCA and the entity submitting the Application and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**22. ADVICE OF COUNSEL:** Each party acknowledges that such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of its drafting, preparation, or means of acceptance.

**23. WAIVER/SERVABILITY/TERMS OF FACILITY CONTRACT**

- (a) Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Agreement. The rights of AFCA shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of AFCA.
- (b) In the event any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.
- (c) Notwithstanding anything to the contrary stated herein, Exhibitor agrees that this Agreement is subject to the terms of an agreement between AFCA and the Facility, and further subject to the terms of any and all agreements between AFCA and any other party relating to the convention. Exhibitor shall not undertake any act or fail to fulfill any obligation which shall be in violation of any said agreement.

## **Exhibitor's Checklist:**

- Review Exhibitor Contract.
- Submit Application with Exhibitor Booth Selection – 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> choices, Agree to AFCA terms of contract.
- AFCA will communicate acceptance of your contract with payment in US dollars. Acceptable payments – wire transfer, credit card or check.
- Submit Housing Reservations. Request for group block and suite inquiries may be made via AFCA Housing ([afca@resquest.com](mailto:afca@resquest.com)).
- Receive “Service Kit” from The Freeman Company along with other vendor (electrical, WiFi, RCS Lead Retrieval) service order forms. Take advantage of discount pricing by ordering on [FreemanOnline](#) by December 8, 2023.
- Contact Amy Gilstrap ([agilstrap@afca.com](mailto:agilstrap@afca.com) or 254-754-9900) with any additional meeting space.
- Make any Credential name changes by December 10, 2023. There will be a \$10 fee for any credential name changes beginning January 1, 2024.

Make checks payable (U.S. funds) to: **The American Football Coaches Association**

**AFCA – Attn: Exhibits  
100 Legends Lane  
Waco, TX 76706**

For any questions or more information please contact

***Diane McPheeters***

254-754-9900

[dmpheeters@afca.com](mailto:dmpheeters@afca.com)