



NAICCON GUIDELINES

1. For and in consideration of the fees specified, the NAICCON Expo Management grants the Exhibitor a revocable license to occupy space in the NAICCON Event selected by the Exhibitor (hereinafter referred to as "NAICCON").
2. The Exhibitor acknowledges that setting up late and empty spaces reflect negatively on NAICCON and other Exhibitors. The Exhibitor may enter the NAICCON facility for purposes of booth set-up during scheduled set dates (10th August, 2018). Set up of exhibits must be completed no later than 8.00 a.m. prior to NAICCON opening (11th August, 2018). Should the Exhibitor fail to occupy space during the scheduled setup period, NAICCON management shall have the right to take possession of said space and reallocate it to another Exhibitor. However, the Exhibitor shall remain responsible for full payment.
3. The Exhibitor may demonstrate products and/or services, solicit orders, and distribute advertising material (including, but not limited to signs, literature, and/or business cards) only from their assigned exhibit space and only for products and/or services which are provided in the Exhibitor's normal operation of business.
4. Distribution or display of advertising materials from non-exhibitors is strictly prohibited. Distribution of materials in aisles, registration areas, seating areas or grounds of NAICCON facility is prohibited.
5. The client shall be fined a fee of Ksh.6,000 for failure to achieve timely completion of the set up on 10th of August and timely dismantling of the stand after 6.00 pm on 12th of August 2018.
6. There shall not be any fabric partitioning or any other substrate within the shared stand.
7. The Exhibitor may not assign its contract for exhibit space or permit any other person or company to use any part of such space.
8. The NAICCON Management reserves the right to restrict displays which, because of noise or method of operation, interfere with other exhibitors, and to prohibit or remove such displays and/ or personnel which in the opinion of NAICCON Management become objectionable and/or detract from the character or appearance of NAICCON. The use of sound equipment shall be coordinated between the NAICCON management and vendors wishing to use audio equipment to ensure an orderly event. Performance of music or live musicians must be noted on entry form.

9. The Exhibitor will NOT be permitted to share a stand without prior agreement between the Exhibitor and the NAICCON Management. The maximum number allowed for Exhibitors sharing a stand is two. No further subdivisions should be made.

10. Reasonable precautions will be taken by Management to protect persons during NAICCON; however, the NAICCON Management, NAICCON facility, or representatives of any of the same, shall be not be responsible for the personal safety of Exhibitor or its representatives from injury, nor for the safety of the property of the exhibitor from theft or damage. The Exhibitor agrees to indemnify and hold harmless NAICCON Management, NAICCON facility, and representatives of the same, for all claims by Exhibitor, Exhibitor's agents, employees, contractors, or by any other person, arising out of any act or omission in any way related to Exhibitor's participation in NAICCON.

The Exhibitor waives, without limitation, all claims for damages based on personal property damage, destruction, loss or theft, personal injury, and any other acts or failure of NAICCON Management.

11. Any show (showings) participation is not guaranteed for Filming Companies. Additional code of ethics and rules of participation for any show(ing) apply.

12. The Exhibitor is charged with having knowledge of and compliance with all laws, ordinances, and regulations pertaining to licensing, sales tax, health, fire prevention, public safety & copyright. Exhibits & decorations must be fire safe. If an exhibitor does not comply with these regulations, or otherwise presents a hazard or danger, NAICCON Management may remove the Exhibitor without liability for refund of exhibit fees.

13. Being that NAICCON is a family event, all exhibitors must showcase material that is not explicit or may be deemed inappropriate in such an event.

14. In the event of extreme weather conditions, fire, casualties, disaster, acts of God, political unrest or any other emergency situation beyond the control of the NAICCON Management, the NAICCON Management will, at its discretion, reschedule and/or procure alternate expo space. The Exhibitor agrees that the terms and conditions set forth in this agreement shall apply to any rescheduled date and/or relocation, and NAICCON Management shall not be liable to the Exhibitor for any loss or damage suffered by Exhibitor by reason of such rescheduling and/or relocation of NAICCON Event.

15. Except as provided in this agreement, should the NAICCON management fail to hold NAICCON as herein provided NAICCON Management shall refund to the Exhibitor all amounts paid hereunder and such refund shall be accepted by the Exhibitor as complete settlement and discharge of the Exhibitor's claims and demands.

16. The NAICCON Management will make reasonable efforts to assign the exhibit size and location of the Exhibitor's choice; however, the NAICCON Management reserves the right to alter Exhibitor location. The Exhibitor agrees that the NAICCON Management shall not be liable to the Exhibitor for any loss or damage suffered by the Exhibitor by reason of such relocation.

17. Shall litigation be necessary for the NAICCON Management to enforce any condition of this agreement, NAICCON Management, in addition to any damages or relief awarded, shall be entitled to receive a rate of 12% percent compounded interest per month from the date of breach. Exhibitor agrees that jurisdiction, venue, and choice of law shall be under the governing laws of Kenya.

18. The agreement between NAICCON Management and Expo facility (The Anderson Centre) shall supersede the agreement between NAICCON management and the Exhibitor. Any promotional and/or instructional information provided by NAICCON Management to Exhibitor is accurate as of publication; however, NAICCON Management reserves the right to change or modify details of NAICCON without notice. The NAICCON Management may issue additional rules, or amend any existing rule, as it deems necessary for the orderly presentation of the event, provided such addition or amendment does not substantially diminish the rights or increase the liability of Exhibitor.

19. This agreement shall represent the entire agreement between the Exhibitor and the NAICCON Management.

NAICCON Management shall not be bound by any representation or understanding not expressly set forth in this agreement. No provision consent of the parties. The Exhibitor, in signing this agreement, or having same signed by a representative, acknowledges his, her, or their authority to do so and hereby assumes liability for the terms, conditions, and amounts stated herein. If any clause of this agreement is found to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect without regard to the invalidated clause.

20. Should the parties be unable to reach agreement on the meaning and interpretation of any of terms set out hitherto or any other matter arising out of this agreement, the matter shall be referred to an independent arbitrator appointed by the chairperson of the Institute of chartered Arbitrators; such arbitration shall be held under the Arbitration Act 4 of 1995.