

# National Transportation in Indian Country Conference (NTICC) Terms & Conditions (\*as of 01/01/2024)

**GENERAL:** These Terms & Conditions are for all events planned, coordinated and delivered (“Event(s)”) by National Transportation in Indian Country Conference known as “NTICC” and its subsidiaries or affiliates (“NTICC”), including The Center for Tribal Transportation, the Choctaw Nation, Choctaw Casino & Resort, (including, but not limited to, its officers, directors and employees) and any Volunteers.

**ATTENDANCE POLICY:** Only registered and paid attendees, exhibitors and sponsors are allowed to attend and participate in a NTICC Event. Manufacturers, suppliers or distributors who are not registered or who have not paid any required Event registration or sponsorship fees are expressly prohibited from sales solicitations during an Event. Companies that have paid to sponsor or exhibit at a NTICC Event will be provided with a form of identification that will clearly identify them as officially registered vendors and will have exclusive rights to promote or sell products/services during the Event.

**DELAY IN PAYMENTS:** NTICC holds the right to vacate or cancel any Attendee, Exhibitor or Sponsor registration that does not remit payment by its specified due date.

**PAYMENT METHODS:** Acceptable payments include: VISA, MasterCard, ACH or check payable to The Center for Tribal Transportation. Invoices will be sent upon registration.

**CONVENIENCE FEE:** A 3.3% Convenience Fee will be added to all payments made by credit card. This fee will be due at the time of credit card payment and is non-refundable. Payment made by ACH will incur a 1% Convenience Fee. Payment by check can avoid this fee.

**FINANCE CHARGE:** Payments made after 30 days prior to the event that have not been coordinated and confirmed with NTICC, will be assessed a 1.5% finance charge per month past due. ACH and check payment options are also available.

**REFUNDS:** Once payments are made, registration fees, exhibitor fees, sponsorships and passes are non-refundable. Unless specified differently on Event registration form, at no time will cancellations be honored a refund. Attendees, Exhibitors and Sponsors acknowledge that NTICC incurs expenses and provides services throughout the year in planning, marketing, and organizing the Event.

**TRAVEL TO EVENT AND GENERAL AWARENESS:** Travel to and from the Event is the responsibility of each Attendee, Exhibitor or Sponsor. NTICC regularly monitors available information sources prior to and during all of our events to communicate important information or precautions intended to ensure the health and safety of all of our event participants. We consult with multiple travel and event resources and attempt to stay current with government guidance related to the travel industry and our specific events. We encourage and recommend that all event participants consult with government and informational sources on their own and travel or participate in events in a safe and sensible manner. We recommend that event participants that intend to travel to any of our events purchase travel insurance or refundable travel as NTICC is not responsible for any travel costs due to travel disruption, event disruption and/or cancellation of the event.

**NON-AGENDA EVENTS:** Outside of the official Event agenda, any Sponsor or Exhibitor planned or marketed events (meetings, dinners, receptions, excursions, etc) scheduled during the Event dates for groups larger than 20 people must be communicated to NTICC and pre-approved by NTICC prior to the Event start date.

**PHOTOGRAPHY & FILMING:** Professional photographs, audio, and video may be captured during the event. Attendees, Sponsors and Exhibitors hereby grant NTICC and its representatives permission to photograph and/or record them at the event, and distribute (both now and in the future) the Attendee, Sponsor or Exhibitors image or voice in photographs, videos, electronic reproductions, and audio recordings of such events and activities.

**INDEMNIFICATION:** Neither NTICC nor its volunteers or event attendees are responsible for the safety or maintenance of the facility(ies) where the NTICC Events are held. By registering for the Event, intending to be legally bound, you hereby agree to release from liability and to fully indemnify and hold harmless NTICC (including, but not limited to, its officers, directors and employees) and any Volunteers who are acting as Event personnel. This waiver and release is for any and all liability, including, but not limited to, personal injuries (including death), costs, expenses, property losses or damages occasioned by, or arising in connection with, any activity related to any and all NTICC Events.

**LIABILITY - EXHIBITORS AND SPONSORS:** The Center for Tribal Transportation (NTICC) and the Choctaw Nation, Choctaw Casino & Resort (Host Site), their respective directors, employees or representatives will not be responsible for any injury, loss, damage or theft that may occur to the Attendee, Sponsor or Exhibitor, or to the Attendee, Sponsor's or Exhibitor's employees or property except to the extent caused by the negligent act or omissions of NTICC or the Host Site, during or subsequent to the period covered by the exhibit contract. The Sponsor or Exhibitor, on signing this contract, expressly releases the aforementioned company, individuals and representatives from, and agrees to indemnify same against, any and all claims for such loss, damage or injury except to the extent caused by the negligent act or omissions of NTICC or the Host Site. Any insurance desired is at the responsibility of the Attendee, Sponsor or Exhibitor.

**FORCE MAJEURE:** NTICC reserves the right to retain Exhibitor, Sponsor and Attendee funds for expenses incurred and services provided and may suspend or terminate its performance obligations, partially or entirely, without liability or further obligation, to the extent that its performance is materially and adversely affected by events or occurrences beyond its control that makes it illegal, impossible, or commercially impracticable to provide the facility or to hold the Event, or that prevents at least forty (40%) percent of NTICC's anticipated Event attendees from attending or from arriving in the city of the Event on their scheduled arrival dates. Commercial impracticability includes, but is not limited to: terrorism (or credible threats of), war, fire, natural disasters, hazardous weather (actual or forecasted) within 100 mile radius of the Event, or other acts of God, travel advisories, quarantines, curfews, government regulations, labor dispute or picketing, a cancellation or restriction of commercial travel, or any act or occurrence creating a potentially significant risk to the health or safety of anticipated attendees, outbreak of disease in the city or region where the Event is to be held or in one or more cities of origin from where anticipated attendees would be traveling, or other similar supervening act or occurrence.