

2023 Hiring Fair and Recruiting Terms & Conditions

Effective January 1, 2023

1. APPLICATION AND CONTRACT:

This Application and Contract constitutes the entire agreement between Transition Careers, LLC ("TC"), and your Company ("Client") and obligates Client per the terms & conditions of this Contract to pay for and participate in the career fairs selected and recruiting services selected by the client. The prices set forth in the attached products and pricing and on-line registration form represents full-priced standard list prices. Any applicable discounts will be reflected on the TC invoice and are subject to final audit. Client understands that the events set forth in the Schedule of Events are events produced by TC and agrees to comply with all the terms and conditions contained herein. Client further agrees that this Contract is binding upon all parties, their respective heirs, personal representatives, successors and/or assignees and can be amended only in writing by the parties hereto. The Client agrees that upon acceptance of this Application and Contract by TC, with or without appropriate payment, this Application and Contract shall become a legally binding contract, enforceable against the Client in accordance with its terms. By the above digital signature, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Client. The Client agrees to be bound by the information and terms on pages 1 -4 herein. TC may, in its sole discretion, assign its rights and liabilities hereunder to a successor-in-interest to TC, without the written consent of the parties hereto, provided notice of the assignment is given.

2. PAYMENT TERMS:

Advance payment of 2 weeks or earlier prior to event date is required for all events unless TC has issued written approval. If Client fails to pay prior to event, the Client will not be allowed to set-up and will be considered a no-show. The Client will then be liable for the entire amount of the contract. Furthermore, Client agrees to pay all fees associated with collection efforts including court costs, reasonable attorney fees and interest charges at the highest rate allowed by law. TC reserves the right to deny exhibit space to any Client with overdue account balances with TC. Payment methods accepted by TC are Check, Credit Card and ACH/Bank Wire. TC Accepts the following Credit Cards: MasterCard, Visa, and American Express. ***TC will provide invoice and if requested, an IRS W9 form. TC shall not be responsible for collecting payments from third parties, outsourced payment processing services, or from the Vendor's on-line payment web portal. TC is not the Vendor's subcontractor and shall not be required to provide documentation, reps & certs, and/or register in the Vendor's on-line supplier web portal. Additional fees apply.***

Payment Remittance:
Transition Careers, LLC
C/O BBS, Inc.
179 Riverlane Road
Jarvisburg, NC 27947

3. ALL SALES FINAL:

All sales are final and no exceptions. If client is unable to participate in the contracted event(s), they must contact TC in writing by emailing Employer@TransitionCareers.com seven days prior to the event's date. No verbal cancellations will be accepted. The Client will be offered to transfer its registration to a future TC event that same calendar year. Furthermore, cancellations will void and negate previously agreed upon discounts, including multi-show or series discounts and Client will be billed for the additional costs of such exhibits.

4. CANCELLATION OF SPACE BY TC:

Client's space may be canceled by TC for failure to make payments when due, failure to comply with TC regulations and/or rejection by the government hosting organization. If space is canceled by TC, Client will be notified in writing. Upon such cancellation, TC may lease the canceled space to another Client at its discretion.

5. ATTENDANCE:

TC makes no representations or warranties with respect to the demographic nature and/or volume of Clients and/or attendees at any TC event. Client agrees to comply with payment terms contained herein regardless of actual attendance. All Clients are solely responsible to determine suitability of each event for their particular purposes.

6. SET-UP, SHOW, AND BREAKDOWN:

Unless otherwise specified, Client agrees to check in and set up its display at least 30 minutes prior to the beginning of the event and completely remove its display from the building within 60 minutes following the completion of the event. Failure to check in by the start of the event may result in loss of space with the Client still being liable for full payment. Premature breakdown before the scheduled end time of the event may result in 1) loss of any discounts and/or 2) loss of post event data.

7. PUBLICATION DISTRIBUTION:

Clients may distribute only their own printed materials from their exhibit(s) and, unless permission is granted by TC, not outside their exhibit. Publication bins, if available, are restricted to approved TC publications.

8. VIOLATIONS OF REGULATIONS:

TC may shut down Client's space due to Client violating TC rules and regulations. Client will not receive a refund or damage compensation from TC. Rules will be made available upon request.

9. NO-ORAL MODIFICATION CLAUSE:

This Application and Contract may not be orally modified. Only a modification in writing, signed by an authorized representative of both parties hereto will be enforceable.

10. LIABILITY, INSURANCE & INDEMNIFICATION:

Client agrees that TC and the hosting organization and their respective employees and agents are not liable for any theft, damage, or loss to or of the Client's property or for any injury that may occur to the Client, its agents, or employees. Client shall have property damage insurance for the full replacement value of all its property and general liability insurance of no less than \$1,000,000. TC and the hosting organization shall be named as additional insureds in such policy and the insurance certificate must be furnished upon request. Client is responsible for workers compensation coverage in full compliance with laws and regulations. Client further agrees to indemnify and hold TC and the hosting organization, and their respective employees and agents harmless, from any and all claims, demands, judgments, settlements, costs, attorney's fees or other expenses either directly or indirectly resulting from or in connection with Client's participation in such event. The Client assumes the entire responsibility and liability for losses, damages, and claims arising out of Client's activities on the hosting facility's premises. Hosting facility will not be responsible or liable for any loss, damage or claims arising out of Client's activities on the facility's premises except for any claims, loss or damages arising directly from the show site's own negligence.

11. EVENT PROMOTIONS:

Pre-show advertising and promotions are at the sole discretion of TC and the hosting organization.

12. SALES OF PRODUCTS OR SERVICES:

Client will not take orders or sell any product or service during the exhibit hours.

13. ENDORSEMENTS:

TC, the Federal Government, and the hosting organization do not approve, endorse, or recommend any specific commercial product, service, or organization. Client will not represent, advertise, communicate, or imply either verbally or in writing, that its products, services, or organization are approved, endorsed, or recommended by TC, the Federal Government, or the hosting organization.

14. GOVERNING LAW AND JURISDICTION:

This contract shall be governed by and subject to the laws of the State of Nevada and all matters whether sounding in contract or in tort relating to the validity, construction, interpretation, and enforcement of this Contract shall be determined in the appropriate Court for Clark County, Nevada, which Court shall have exclusive jurisdiction and venue. Client agrees to a personal trial and waives trial by jury.

15. DAMAGE TO PROPERTY:

Client will not paint, tape, nail, screw, staple, drill, or tack anything to the walls, columns, floor, or ceiling of the building or adjoining displays. Client shall be solely responsible for all damage resulting from such actions.

16. EVENT CANCELLATION:

TC and the hosting organization, in their sole discretion, reserve the right to cancel any event at any time. All fees paid by Client shall, in the sole discretion of TC be either credited to future events or refunded. If the career fair or any part thereof is cancelled for any reason beyond the control of TC such as, but not limited to, damage or destruction to buildings, war, riots, strikes, weather, acts of government, or acts of God, then TC will issue credits but is not obligated to refund any fees. In all cases, credits from event postponement or cancellation must be used within 12 months of the original postponement/cancellation dates. After 12 months, a credit on account will be considered non-refundable by TC.

17. CHANGE OF NAME, LOCATION, VENUE AND/OR DATE(S):

TC shall have the right to change the name, location (city, state), venue(s), and/or the date(s) of the event. Client will be notified in writing of such change and will have fourteen (14) days from the date of notification to cancel participation in the event. In all cases liquidated damages and refunds of exhibit space fees remain subject to SECTION 16 above. If TC is not notified in writing within the fourteen (14) days, this contract will be enforceable as written given the changes in name, location, venue and/or date(s) of the event.

18. INCLEMENT WEATHER:

TC will hold all event activities as scheduled during times of inclement weather unless the Federal Government is closed. TC will not honor requests for refunds, credits, etc. for companies who choose not to participate.

19. AMENDMENTS:

TC shall have full power to make or amend the rules, regulations, and/or show dates. If any portion of this Application and Contract is changed or determined to be unenforceable, all other terms and conditions remain in full force and effect.

20. SUBLEASING AND SHARING OF EXHIBIT SPACE:

Client will not assign or sublet any portion of the space, nor permit individuals other than employees, agents, or representatives of Client to use the facilities provided. Client will not display jobs or literature not regularly offered or distributed by the Client. With the prior written approval of TC such materials may be used to illustrate jobs offered by Client.

21. FIRE DEPARTMENT REGULATIONS:

Client will comply with all fire and safety regulations enforced in the location of the event.

22. SPACE REQUIREMENTS AND RESTRICTIONS:

One display space will include a minimum 5' x 2 1/2' table and (2) chairs. Client is responsible for providing adequate surge protection and extension cord. The Client is to display equipment and collateral that will conform to the limitations of the display space as stated above. Any additional special services, including additional electrical power, must be requested in advance, and cannot be guaranteed. All exhibits must be displayed within the contracted space and all Client activities must be conducted in such a way as not to infringe on the rights of other Clients or offend visitors to the event. TC and the hosting organization reserve the right to reject, in whole or in part, and at any time, an exhibit which, in their sole opinions, is objectionable to Clients or others. No liabilities or damages whatsoever against TC and the hosting organization or any of their employees, agents, representatives, or members shall be incurred because of such rejection.

23. EXHIBIT SPACE ASSIGNMENTS:

Event reservations are taken on a first-come first-served basis according to receipt of completed contract. The assignment and location of exhibit spaces is solely subject to the discretion of TC.

24. CLIENT PERSONNEL:

Client personnel must comply with all hosting facility regulations concerning conduct, electronic devices, entry, and security. Failure of Client personnel to gain and/or qualify for access to a secure government facility does not relieve Client of any financial obligation contained herein. Clients are allowed two representatives per exhibit space. Additional representatives may be allowed at an extra fee.

25. TAXES:

Client shall pay (if any) all taxes, sales & use taxes, value added taxes (VAT), fees and assessments required by any applicable foreign country, federal, state, or local law in connection with Client's participation in the event. Client agrees to reimburse TC upon receipt of an invoice in the event TC pays any of the aforementioned items on behalf of the Client either now or in the future.

26. DISTRIBUTION OF PROPERTY AND/OR SERVICES:

Client may not distribute tangible property (e.g., gifts, promotional items, samples, refreshments, printing, toys, prizes, etc.) or provide personal services with a value greater than \$20 to any event attendee or participant. All aforementioned items must comply with established government ethics regulations. No raffles and/or contests may be conducted without the prior written approval of TC, which approval is in the sole discretion of TC.

27. RESUME DATABASE:

Client shall be U.S. operated and access to TC's Resume Database will only be by U.S. citizens. Resumes will not be released or made available to any staff member or customer that is a non-U.S. Citizen. Resumes will not be released to any member of the media (news organizations, radio, TV, print, web, research organizations) or to any administrative or technical staff member of a media organization, regardless of citizenship. Resumes will not be added to any database that provides searchable access to third parties, i.e., a job board. Staffing Agencies, Retained Recruiters and Executive Search agencies may provide resumes to third parties. TC makes no guarantees as to the accuracy or truthfulness of any data posted on the resumes. Any damage Client incurs by their reliance upon this information is not the responsibility of TC or its affiliates or partners. By using the resume database, Client assumes all responsibility for and risk arising from Client's use of and reliance upon the contents of the resume database. Client assumes all liabilities and risks associated with their interaction with individuals Client comes into contact with through the usage of the resume database. TC does not have the means to ensure that everyone is who they claim to be. We make no guarantees as to the legitimacy or accuracy of any resumes. Therefore, Client agrees to release TC and their respective affiliates and partners from any damages or liability arising out of Client's usage of the resumes. The resumes and its contents are provided "as is." TC disclaims all warranties, express and implied, including the implied warranties of merchantability and of fitness for a particular purpose with respect to any information contained on, accessible through or derived by Client from the resumes. TC neither warrants nor represents that the services or information available through the resumes will enable Client to achieve any particular result or outcome, legal, economic, educational, or otherwise. TC will not be liable for any incidental, indirect, consequential, or special damages of any kind, including lost revenues, lost profits, or loss of data arising out of Client's use of the resumes. Resumes are NOT for resale and WILL NOT be used or distributed for any other purpose except that of potentially interviewing, hiring, or recruiting any of the candidates in the resume database for employment (full time or consulting).