

SAN DIEGO CONVENTION CENTER

AFP ICON 2025 Conference & Exhibit Show: The AFP ICON 2026 conference and exhibit show ("ICON") will take place April 26-28, 2026, at the San Diego Convention Center in San Diego, CA. Exhibitor move-in will take place April 25, 2026 and move-out will take place April 28, 2026, at the conclusion of official exhibit show hours.

Contract for Exhibit Space: The signed exhibit space agreement ("Agreement" or "agreement") and subsequent notice of assignment constitute a contract between the Association of Fundraising Professionals ("AFP") and the Exhibiting Organization ("Exhibitor") for the Exhibitor's participation at ICON. Any point not specifically covered in the terms of the signed agreement and these Terms and Conditions are subject to the decision of AFP, whose decision shall be final. Exhibitor shall abide by the rules and regulations as set forth in the terms of the signed agreement, these Terms and Conditions, and the ICON exhibitor service kit before, during, and after ICON, and by other reasonable rules considered necessary by AFP and the San Diego Convention Center.

Eligibility for Exhibit Space: Prospective Exhibitors whose programs, products, and services support the fundraising profession are eligible to apply. AFP reserves the right to deny participation to any Exhibitors not in good standing with AFP or that do not espouse AFP's core values, at AFP's discretion. Further, Exhibitors and their personnel are expected to comply with any rules and policies of AFP regarding conduct, including anti-harassment policies, and their right to participate in ICON may be terminated for violating the same. View the current attendance policies at <https://afpicon.com/page/policies>

Assignments/Allocations: Assignments will be made on a first come, first served basis taking into account the date the signed agreement is received, and booth location specifications supplied by the Exhibitor. Selection priority is given to Exhibitors that have exhibited with and sponsored AFP and ICON in previous years. Booth location specifications include proximity to other Exhibitors, and it is the Exhibitor's responsibility to know its proximity to competing Exhibitors.

Payment and Due Dates: Applications submitted on or before February 5, 2026 are eligible to remit a 50% deposit. Balances are due to be paid by February 6, 2026. All applications submitted February 6, 2026 through the event are required to be paid in full to meet approval.

If payment in full is not received per the terms of the invoice, AFP reserves the right to cancel the Exhibitor's booth space, retain all fees paid, and lease the booth space to another Exhibitor.

Should AFP be forced to collect overdue payments from Exhibitor, such fees will be subject to an interest rate of 2.5% per month, in addition to any legal, court, and collections fees incurred by AFP.

Cancellation/Reduction: In the event Exhibitor cancels its participation or wishes to reduce exhibit space, Exhibitor shall promptly notify AFP in writing. If the cancellation or reduction is received by AFP before February 5, 2026, 50% of the full exhibit price or full price for the space relinquished will be retained by AFP. No refund or credit will be granted for cancellations or reductions received after February 5, 2026, and full payment of any unpaid balance is required. Upon cancellation, Exhibitor loses all right to space and AFP reserves the right to reassign space to another Exhibitor. In addition, Exhibitor loses the right to use any complimentary exhibitor registration badges.

EXHIBITOR TERMS & CONDITIONS

AFP reserves the right to treat Exhibitor's downsizing of booth space as a cancellation of the original contract and an offer to purchase new booth space. Exhibitor may be required to move to a new booth location at AFP's discretion. Exhibitor agrees that it is responsible for the total exhibit space rental for the originally contracted and assigned space.

Exhibit Booth Provisions: AFP will provide the following with each booth, unless otherwise stated in the agreement or any other AFP materials: one-line identification sign listing company name and booth number (if requested); 8-foot high back drape and 3-foot high draped side walls; aisle carpeting in all main and cross aisles; around-the-clock security beginning with setup and concluding after all freight has been removed; and a number of exhibitor registration badges based on total booth space leased by Exhibitor. Standard in-line booths may not exceed a height of 4 feet in the front half of the booth. All islands are restricted to a height of 16 feet, including identification signage. No exhibit is permitted to obstruct the view of adjacent booths. Carpeting is mandatory in all booths. AFP reserves the right to enforce revisions, at Exhibitor's expense, of any exhibit booth that does not comply with these guidelines.

Operation of Exhibits: Unless prior written permission by AFP or AFP ICON management is obtained, booths must be staffed at all times during scheduled exhibit hours, and exhibitors must confine all activities to the exhibit space. Booths must be designed and operated in a manner that respects the rights of ICON attendees and other exhibitors. This includes the conduct of all booth staff and company employees both within the booth itself, and within the broader convention facility.

Exhibitors shall not damage or deface any part of the convention facility. Exhibitor may not tack, tape, nail, screw, or otherwise attach anything to convention center walls, posts, floors, ceilings, furniture, or other property of the convention center. Exhibitors are solely responsible for any and all damages to property caused by themselves or their personnel. Should such damage occur, the Exhibitor is liable to the owner of the damaged property. At no time shall AFP accept responsibility or liability for any such damages.

All set-up and dismantling of exhibit booths and sponsorship programs must be conducted during the appropriate times assigned. No storage of exhibit materials will be permitted between or behind booth draping.

Dollies, carts, and other drayage equipment is not permitted on the exhibit show floor during official exhibit show hours without AFP's consent.

Exhibitors shall not, without the express written consent of AFP, distribute any advertising material, literature, souvenir items, or promotional materials anywhere in the convention center except their own allotted exhibit space.

Exhibitor may distribute food or drinks, including alcoholic drinks, from its exhibit space but only with the express written consent of AFP. Service of food and beverage must be provided by the San Diego Convention Center or designated their contractor.

Character of Exhibits: Companies eligible to exhibit at AFP ICON are limited to those directly or tangentially related to fundraising or the broader non-profit industry, or who through financial, in-kind, or partnership-based contributions, support those industries.

AFP determines eligibility of any company or product for exhibit. AFP may forbid installation or require removal or discontinuance of any exhibit or promotion, wholly or in part, that in its opinion is not in keeping with the spirit and mission of AFP. Unethical conduct or infractions of rules on the part of Exhibitor or [his/her/their] representative(s) or both will subject the Exhibitor or [his/her/their] representative(s) to dismissal from exhibit areas. If such action is required, it is agreed that no refund shall be made and further that no demand for redress will be made by the Exhibitor or their representative(s).

AFP reserves the right to restrict or remove exhibit booth displays that detract from the general character or appearance of the exhibit show or otherwise become objectionable because of noise, materials, methods of operation, or any other reason at AFP's sole discretion.

Policy on Selling: Direct selling of products or services (i.e., cash, check and/or credit cards) is strictly prohibited. No soliciting for business shall be permitted in aisles, within the broader convention facility, in other exhibitor's booths, or anywhere else outside of the exhibitor's contracted booth space. Violation of this provision will result in immediate expulsion from AFP ICON. Violation of this policy will be determined at AFP's sole discretion. **THIS POLICY IS STRICTLY ENFORCED.**

Anti-Counterfeiting Policy: No exhibitor may sell, offer, advertise, or display counterfeit or knock-off products.

Violations of Regulations: AFP and/or AFP ICON Management may take enforcement action at its discretion up to and including closing an Exhibitor's booth, for violation by Exhibitor of any of the AFP ICON Booth Terms and Conditions, or breach of the terms of their Booth Application and Contract.

AFP reserves the right to close the booth of and expel any exhibiting company which in its opinion, does not comply with the Terms and Conditions, or whose employee's conduct AFP or AFP ICON management finds objectionable, unethical, detrimental to the character of the event, or to the experience of its attendees.

If AFP and/or AFP ICON Management shuts down Exhibitor's booth due to Exhibitor violating these Terms and Conditions, Exhibitor will not receive a refund or damage compensation from AFP. Repeated violations may result in Exhibitor being banned from participation in AFP ICON, including future shows.

Exhibit Booth Staffing and Early Closure: Exhibit booths must be open and staffed during all official exhibit show hours unless written approval of any exceptions is provided by AFP.

Subletting Space: No Exhibitor shall assign, sublet, or apportion the whole or any part of its assigned exhibit space, or allow representatives, products, or materials from companies other than its own in the said exhibit space.

Non-Exhibiting Organizations: Organizations and individuals without assigned exhibit space are not permitted to solicit business or engage in sales, marketing, or promotional activity anywhere in the convention center, except as authorized by AFP.

Exhibitor Responsibility and Right to Remove the Exhibitor's Property: If an Exhibitor fails to comply in any respect with the terms of the agreement or these terms and conditions, AFP reserves the right to revoke the Exhibitor's assigned exhibit space and offer said space to another Exhibitor, and/or to use said space in any manner at AFP's sole discretion. AFP reserves the right to remove from the exhibit show any or all property of Exhibitors should ICON be canceled or relocated. These rights may be exercised without prior notice or hearing. Exhibitor may still be liable to pay the full amount specified by the agreement or any contracts between AFP and Exhibitor.

Use of Logo: AFP grants permission to Exhibitors to use only the AFP ICON logo, subject to AFP guidelines (available upon request). Requests for AFP ICON logo use must be submitted in writing to AFP with a sample of the marketing collateral for approval. Neither the AFP logo nor the AFP Foundation logo may be used for any marketing or other purposes.

Intellectual Property: The agreement does not imply a license or right whatsoever concerning the intellectual property of AFP. For the purposes of the agreement, "intellectual property" shall mean: all trademarks and service marks registered and/or used by AFP, as well as any right, invention (patented or not), floor plans, designs, utility models, confidential information, commercial names, commercial signs, copyrights, domains, as well as any other intellectual property right protected by law. Exhibitor commits not to use, commercialize, disclose, distribute, give away, or by any means use any property of AFP, or any exceeding or remaining material of those considered intellectual property of AFP.

Hospitality Functions: Only organizations with contracted exhibit space may use ICON function space for hospitality purposes, at AFP's discretion. All requests for function space must be directed to AFP for approval. Upon approval of request, all applications must go through the AFP conference department at for assignment. Hospitality functions may not be open during official program hours, which include social activities by AFP, except as approved in writing by AFP. Exhibitors are not permitted to display equipment or products or to conduct product demonstrations in suites or sleeping rooms during ICON unless they have contracted for hospitality function space.

Safety Codes: No one under the age of 18 is permitted to attend ICON events, unless formally invited by AFP (such as award winners, honorees, etc.). Children are not permitted in the exhibit show or any educational sessions in the convention center or hotels where AFP is holding events and are not permitted on AFP shuttle buses.

Exhibitor is responsible for compliance with all union requirements and fire and safety codes established by the convention center. Decorations must be flame proofed and all hangings must clear the floor.

Electrical wiring must conform with all federal, state, and municipal government requirements and with the National Electric Code safety rules. If inspection indicates that Exhibitor has neglected to comply with these regulations and codes, AFP reserves the right to cancel or remove at Exhibitor's expense any or all part of the exhibit as may be irregular or problematic.

Compliance: Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations, and codes of duly authorized local, county, state and/or federal government bodies concerning fire, safety, and health together with the rules and regulations of the operator/owners/managers of the convention center property.

Harassment: AFP wishes to create a welcoming environment and expects all participants to refrain from harassing behavior and speech. AFP reserves the right to take any action it deems appropriate in response to such conduct by any person, including removal of that person from AFP ICON and prohibiting attendance at future events.

Exhibitor Property: While AFP may endeavor to protect Exhibitor property through contracted security personnel, Exhibitor shall be responsible for protecting its own property to its full value, either through purchased insurance or self-insurance, and AFP will not assume liability for any loss or damage to Exhibitor property. In holding ICON, AFP does not act as agent of the Exhibitor, the facility, the general service contractor, or any other party. Claims against any party other than AFP are to be submitted directly to the party involved.

AFP, the San Diego Convention Center, and their respective employees, representative, and subcontractors, will not be responsible for any injury, loss, or damage to the Exhibitor, the Exhibitor's employees or property, however caused. AFP cannot assume responsibility for lost shipments, either arriving or departing the premises, or for moving costs. If exhibit fails to arrive, Exhibitor will remain responsible for booth rent and no refund will be made.

Exhibitor agrees to be responsible for its own property, through insurance or self insurance, and shall hold harmless AFP, the San Diego Convention Center, and their respective employees and representatives from any damage caused by theft and other perils normally covered by fire and extended coverage of policies. Exhibitor is urged to place supplemental coverage on equipment and exhibits, and arrange for extended public liability insurance with their regular insurance carrier, particularly if they are conducting experiments or demonstrations using heat or high voltage. Exhibitor must submit Certificates of Insurance to AFP Show Management prior to approval of third party contractors at least 45 days before conference start date.

Liability Insurance: Exhibitor shall maintain at all times during ICON, and shall furnish a certificate of insurance to AFP as proof of same, commercial general liability of at least \$1,000,000. The certificate must name AFP as an additional insured. Exhibitor shall also maintain workers compensation insurance in full compliance with all applicable Federal and State laws, covering all of the Exhibitor's personnel participating in ICON.

Limitation of Liability and Disclaimer of Warranties: AFP is not liable to Exhibitor in any respect for any claims, losses, expenses, injuries, or damages arising out of or related to ICON or Exhibitor's participation in ICON, whether based on breach of contract or warranty, negligence or other tort, or strict liability, unless directly and solely caused by the gross negligence or willful misconduct of AFP. AFP disclaims all warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. AFP shall not be liable to Exhibitor for any indirect, special or consequential damages, including lost profits, whether based upon a claim or action of contract, warranty, negligence, strict liability or other tort, even if AFP is aware of the possibility thereof.

Notwithstanding any other provision of this agreement, the maximum liability of AFP to Exhibitor will in no event exceed the amount of fees paid by Exhibitor to AFP. Any claim against AFP by Exhibitor not submitted to AFP within thirty (30) days of the close of the event shall be forever waived, and no suit or action shall be brought against AFP more than one (1) year after the event.

Indemnification: Exhibitor shall indemnify and hold harmless AFP from and against any and all liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney's fees) on account of personal injury, death, or damage to or loss of property arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by Exhibitor, its employees, agents, or contractors. The foregoing shall not apply with respect to any liability, damage, or loss directly and solely caused by the gross negligence or willful misconduct of AFP.

ADA Accessibility: Exhibitor must comply with all laws, ordinances, and regulations pertaining to the Americans with Disabilities Act (ADA). Compliance with ADA is mandatory for all Exhibitors within its exhibit space. AFP and service contractors have no responsibility pertaining to the compliance with laws as far as individual Exhibitor's space, materials, and operation is concerned. The convention center shall be responsible for all ADA accessibility requirements and labor accommodation requirements relating to the exhibit show space and attendant facilities. AFP shall be responsible for readily achievable, nonpermanent ADA accessibility requirements which are applicable to AFP if not otherwise provided by the convention center. Exhibitor agrees that it will comply with any ADA provisions applicable to the Exhibitor's exhibit space.

Interpretation: AFP reserves the right to interpret, amend, and enforce these terms as it deems proper to ensure the success of ICON. Display of programs, products, and services at ICON does not constitute, nor should it imply, any endorsement by AFP. Exhibitors may not claim or suggest AFP endorsement of their program, products, or services without the express written consent of AFP. Compliance with AFP's terms and conditions is mandatory for all Exhibitors.

Cancellation or Relocation of ICON: In the event of cancellation or relocation of ICON due to circumstances within AFP's control, AFP's liability shall be limited to a refund of monies or fees paid to AFP by the Exhibitor for exhibit booth rental, conference registration, or sponsorship or advertising.

In the event (i) of cancellation or relocation of ICON due to circumstances beyond AFP's control or (ii) Exhibitor is prevented from participating in ICON due to travel or public gathering restrictions imposed by the Federal government or by the State in which ICON is being held, AFP shall apply the monies or fees paid to AFP by Exhibitor for exhibit booth rental, conference registration, or sponsorship or advertising to the following ICON conference and exhibit show or to another AFP event to which the parties mutually agree.

Forum Selection: Any dispute between AFP and Exhibitor related to, or arising out of, ICON or these terms and conditions shall be subject to the exclusive jurisdiction of the State and/or Federal courts for, or located in, Arlington, Virginia. Exhibitor stipulates that the above-referenced courts shall have in personam jurisdiction and venue over Exhibitor.