

NTCA 2021 Fall Conference EXPO: EXHIBITOR RULES AND REGULATIONS

1. **AGREEMENT TO TERMS RULES AND REGULATIONS:** Exhibitor agrees to observe and abide by the below terms, rules and regulations and by such additions terms, rules and regulations made by NTCA from time to time for the efficient or safe operation of the Exhibit, including but not limited to, those contained in this contract. In addition to NTCA's right to close an Exhibit and withdraw its acceptance of this Application/Contract, NTCA in its sole judgment, may refuse to consider for participation in future Exhibits an Exhibitor who violates or fails to abide by all of these terms, rules and regulations. There is no other agreement or warranty between the Exhibitor and NTCA except as set forth in this document. The rights of NTCA under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of NTCA.

2. **PAYMENT:** Exhibitor agrees to pay for rental of exhibit space as described on the application. Refund of Exhibitor's fees will be made in the event that NTCA does not accept the Exhibitor's application. Exhibitors with unpaid invoices will not be allowed to exhibit. In addition, Customer will reimburse NTCA for the cost of any collection or legal service utilized by NTCA to collect any amounts due hereunder.

Any failure to pay for contracted exhibit space shall result in the forfeiture of all rights to the use of the selected space and NTCA shall have the right to dispose of such space in such a way as it may consider to its interests without any liability on the part of NTCA. Any exhibitor who fails to pay for and occupy said space shall be and shall remain liable for the payment agreed on.

3. **CANCELLATION/REDUCTION OF SPACE:** In the event that the Exhibitor cancels participation in the exhibit or wishes to reduce exhibit space, Exhibitor shall promptly notify NTCA in writing. If the cancellation or reduction is received by NTCA before June 30, 2021, 25% of the full price for the space relinquished will be retained by NTCA. No refund will be made for a cancellation or reduction received after June 30, 2021 and full payment of any unpaid balance is required. Upon cancellation, Exhibitor loses all right to space and NTCA reserves the right to reassign that space to another exhibitor. In addition, the exhibitor loses the right to use any complimentary exhibitor registration badges.

NTCA 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 location if it requests a downsizing of space.

3. **DEFAULT OCCUPANCY:** Any exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental price for such space, and NTCA shall have the right to use such space as it sees fit to eliminate blank space in the exhibit, and charge the exhibitor for lounge furniture, provided such booth space is not occupied by the start of the exhibit.

4. **SPACE ASSIGNMENT/FLOOR PLAN:** NTCA shall in its absolute discretion assign the exhibit space to the Exhibitor for the period of the Exhibit. Every effort will be made to respect the Exhibitor's space choices whenever possible and to provide physical separation from the exhibits of competitors from whom the exhibitor has requested such separation. NTCA reserves the right to change location assignments at any time. The dimensions of the exhibit space are believed to be accurate but only warranted to be approximate.

5. USE OF EXHIBIT SPACE: Exhibitor will not cause an exhibit to be constructed or shown outside of the exhibit space except as expressly permitted by NTCA. Exhibitor shall not assign to a third party its right hereunder to the exhibit space or any portion thereof without the prior written consent of NTCA, which it may withhold at its sole discretion. Exhibitors will not display their exhibits as to obstruct the general view or hide other exhibits.

6. DISPLAY HEIGHTS-STANDARD IN-LINE EXHIBITS: Booths must be no more than 8' in height and 4' along the side dividers. The 8' height may be extended along the side rails no more than 5' in depth from the background line of the booth. This rule does not apply to machinery and equipment.

7. DISPLAY HEIGHTS-PERIMETER WALL EXHIBITS: Booths may be no more than 10' in the back and 4' along the side dividers. The 10' height may be extended along the side rails no more than 5' in depth from the background line of the booth. This rule does not apply to machinery and equipment.

8. ISLAND BOOTHS: An island booth consists of four (4) or more spaces bounded by an aisle on all sides. This is a freeform display, offering maximum flexibility by eliminating the usual restrictions on exhibit booth dimensions. The booth shall be no more than 10' high. See-through exhibits are encouraged. All exceptions to the rules regarding dimensions must receive prior permission from Show Management.

9. POSITION OF EQUIPMENT: No portion of machines or equipment operated or demonstrated shall be closer than 12" to an aisle, unless prior permission is received.

10. EXHIBIT BOOTH SET-UP AND DISMANTLING: For exhibitors without displays, NTCA shall furnish a background of flame-proof drapery fabric to a height of 8' off the floor, 36" high draped side rails and a sign with exhibitor's name and booth number. NTCA will make exhibit space available to exhibitors for installation at a date and time made known in advance. Exhibitor shall complete the installation of the booth area before the exhibit opens and shall not dismantle or otherwise interfere with the orderly conduct and display of the exhibits until the exhibit floor is finally closed to the public.

11. FLOOR LOAD: An exhibitor who plans to show heavy equipment must present information to the official service contractor in advance to enable engineering analysis and must position the equipment on approved suitable wood or steel support to properly distribute the weight over a required area. The floor load is 300 PSF.

12. DISPLAYS AND DECORATIONS: Merchandise, signs, decorations, or display fixtures shall not be pasted, taped, nailed, or tacked to walls. No exhibit, merchandise or equipment shall be left in any aisle, but shall be confined to exhibit space. No signs or advertising devices shall be displayed outside exhibit space or projecting beyond the limits of the exhibit space so as to interfere with any neighboring exhibit. Exhibitors shall be responsible for any damage they cause to the exhibit hall property.

13. EXHIBITOR CONDUCT: Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of NTCA is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanism reproduction of sound. Such employment or use shall be confined to the Exhibit Space. The prior written consent of NTCA also is required for the use of any drawings, lotteries, product surveys or contests. NTCA, in its sole and absolute discretion, may deny or withdraw its consent at

any time, in which event Exhibitor shall terminate such activity immediately. Exhibitor understands and agrees sales shall not be made or orders consummated at any of the exhibit facilities. NTCA may exclude or require modification of any display or demonstration which, in its sole discretion, it considers unsuitable, objectionable, or not in keeping with the character of the EXPO. NTCA may demand the modification of the appearance or dress of persons or mannequins, discontinuance of the use of amplifying equipment, removal or modification printed material, equipment, signs, objects of art or costumes, or any other action. Exhibitor shall comply with any exhibit modification or exclusions as requested by NTCA.

14. HOSPITALITY SUITES AND PRIVATE PARTIES: Exhibitor shall not host or attend a hospitality suite or private party during regularly scheduled hours of meetings, exhibits or other NTCA functions. Exhibitor who violates this policy will be prohibited from exhibiting with NTCA for a period of two (2) years. You must be a sponsor to host a hospitality suite.

15. OBSERVANCE OF LAWS: Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable government authority and all rules of the Exhibit Building.

16. USE OF COPYRIGHTED MUSIC: Exhibitor agrees to pay all royalties, license fees or other charges for any music, either live or recorded, or other entertainment of any kind or nature, played, staged, or produced by Exhibitor, his agents, or employees.

16. SAFETY: Exhibitor shall use no flammable decorations or coverings and all fabrics or other material used for decoration or covering shall be flameproof. If required by local law or ordinances, Exhibitor shall have on hand in its Exhibit Space a notarized affidavit establishing that its display material has been treated during the last year by an approved chemical. All wiring devices and sockets shall be in good condition and meet the requirements of local law. Exhibitor shall take reasonable care to protect convention guests from injury.

17. VISITORS: NTCA shall have sole control over admission policies. All persons visiting the convention session rooms and/or the exhibit area shall be registered and wear an appropriate badge. Persons who are connected with non-exhibiting concerns may not deal, exhibit or solicit within the exhibit area. Exhibitors are urged to report violations.

18. INDEMNIFICATION AND INSURANCE: Neither NTCA, nor the host hotel/convention facility, nor any of its officers, agents, employees or other representatives shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its visitors, officers, agents, employees or other representatives, resulting from their theft, fire, water or accident or any other cause. The Exhibitor shall indemnify, defend and protect NTCA and the Exhibit Building and save NTCA and the Exhibit Building, harmless from any and claims, demands, suits, liability, damages, loss, costs, attorneys fees and expenses of any kind that might result from or arise of any action or failure to act on the part of the Exhibitor or its officers, agents, employees or other representatives. It is the responsibility of the Exhibitor to maintain proper insurance cover for its property and liability.

19. OFFICIAL SERVICE CONTRACTOR: To assure orderly and efficient installation, operation and removal of the displays, and to minimize confusion by the presence of solicitation of unknown or unqualified firms, Show Management has designated an official service contractor. As such, Show Management holds this

firm responsible for quality service, fair prices, and is prepared to intercede on behalf of an exhibitor in the event of faulty work or unfair charges. However, you are free to use your own display house. If you are planning to use an outside contractor to set and dismantle your exhibit, they must submit their request, in writing, to Show Management and list the names of all display company representatives working in the exhibit area along with proof of liability insurance. The Show Decorator has the responsibility of receiving and handling all exhibit materials and empty crates. It is their responsibility to manage loading docks and schedule vehicles for the smooth and efficient move-in and move-out of the exposition.

20. OTHER SERVICE CONTRACTORS: Exhibitors that plan to have an exhibit service firm (other than the official labor contractor) unpack, erect, assemble, dismantle and pack displays/equipment must abide by the following rules: (A) Notify NTCA by three weeks prior to actual conference date, (B) The service firm must notify NTCA two weeks prior to actual conference date, of the names of all exhibiting companies for whom they have orders, the names of all employees working on the show, and furnish insurance certificates appropriate to requirements of NTCA; and (C) Upon arrival at the exposition site, service companies must check in with NTCA to receive permits to work on the exposition floor.

21. FORCE MAJEURE or CANCELLATION OF EVENT: Because of the nature of the enterprise undertaken by NTCA, the same being dependent on its securing a sufficient and satisfactory number of Exhibitors at the Conference, it is specifically understood and agreed that if, in the sole opinion of NTCA it is not practical to carry out the terms of this agreement for any reason, without limiting it to any embargo or regulation of any department or agency of the United States government against the holding or carrying out of said exhibit program as a whole, NTCA shall have the right to cancel the same and this agreement, in which event NTCA and Exhibitor will work together in good faith to identify a mutually agreeable comparable exhibit substitute or replacement. If no such comparable substitute or replacement can be identified or agreed on, NTCA will refund any monies paid, minus NTCA's actual expenses.

22. VIOLATIONS: Any violation of these terms and conditions will nullify Exhibitor's right to occupy space. Such Exhibitor will not be released from liability and will forfeit to NTCA any monies that have been paid. In case of any violation of the terms and conditions and/or the rules and regulations on the part of the Exhibitor, right is hereby given to NTCA, at its option, to terminate the agreement to occupy space, and NTCA may enter and take possession of the space occupied by the Exhibitor and remove all persons and goods at the Exhibitor's own risk.

23. AMENDMENTS. Any and all matters or questions not specifically covered by the terms and conditions contained herein shall be subject to the sole discretion of NTCA. NTCA may, in its sole discretion, make reasonable changes, amendments, or additions to these terms and conditions. Any such changes, amendments, or additions shall be binding on Exhibitor equally with the other terms and conditions contained herein.