

NATAS Conference 2019
Gurney's Resort, Newport, RI
August 5-9, 2018

Exhibit RULES & REGULATIONS

- 1. Agreement:** By signing the Exhibit Space Application and Contract, the Exhibitor agrees to abide by these Rules and Regulations, and all amendments thereto, and the decisions of Show Management. For purposes of this agreement, the term "Show Management" shall mean NATAS and its authorized agent, NATAS, and their respective directors, officers, employees, agents, and staff. NATAS's liability on this contract shall be limited solely to that of an agent. The term "exhibit hall" shall mean the facility in which the show is held. The term "Exhibitor" shall mean any company, firm or person who has applied for or been allocated any space at the Exhibit. The term "Exhibitor personnel" shall mean all employees, servants, relatives, independent contractors, or agents of the Exhibitor.
- 2. Booth Assignments:** Show Management's assignment of booth space is final and shall constitute an acceptance of the Exhibitor's offer to occupy space. Assignments will be made only after receipt of the Application/Contract for Space and the appropriate booth fees. After assignment, space location may not be changed, transferred, or canceled except upon written request and with the subsequent written approval of Show Management. Notwithstanding the above, Show Management reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary.
- 3. Rejected Displays:** The Exhibitor agrees that his exhibit shall be admitted into the Show and shall remain from day to day solely on strict compliance with all the rules herein described. Show Management reserves the right to reject, eject, or prohibit any exhibit on whole or in part, or any Exhibitor with or without giving cause. Show Management's liability for rejection without giving cause shall be limited to a refund to the Exhibitor of the amount of rental unearned at the time of ejection. However, if an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reason (with cause), no return of rental shall be made.
- 4. Installation and Removal:** Show Management reserves the right to fix the time for the installation of the booth prior to the show opening and for its removal after the conclusion of the show. Installation is scheduled Noon am to 5:00 pm on Monday, August 5, 2019 in Ballroom AB. Installation of all exhibits must be fully completed at least 30 minutes prior to the opening time of the Opening Reception. Failure to adhere to this requirement could restrict Exhibitor's entry into any future shows produced by the Show Management. **Any space not claimed by 5:30 pm on Monday, August 5, may be resold or reassigned without refund.**

EXHIBITION HOURS:

Monday Installation Noon – 5:00 pm

Opening Reception in the Exhibition Hall begins at 6:00 pm on Monday

Tuesday Exhibits 9:00 am - 5:00 pm

Wednesday Exhibits 9:00 am – 5:00 pm

Thursday Exhibits 9:00 am til the end of the afternoon break. Tear down immediately following.

5. Early Removal of Exhibits Not Allowed:

- a) No exhibit shall be packed, removed, or dismantled prior to the closing of the Show without written permission from the Show Management. If the Exhibitor acts in breach of this provision it shall pay, as compensation for the distraction to the Exhibition's appearance, an amount equal to one-third of the total space charge for the Exhibitor's allocated area, in addition to all sums otherwise due under this agreement.
- b) Breach of this provision could result in the loss of Exhibitor's right to exhibit in future NATAS shows for three (3) years.
- c) For security reasons, any equipment removed from the exhibit facility prior to the official closing of the show shall require a special pass issued by Show Management.

6. Exhibitor Appointed Contractors (EAC): Any Exhibitor using an EAC agrees to notify Show Management of such appointment and agrees to indemnify and hold harmless Show Management, NATAS, the exhibit facilities, and their respective officers, directors, staffs, employees and agents and all official contractors from any and all liability or losses for any act, complaint, damage, or loss to any other exhibitor, and exhibit hall, the property of any contractor or any consequential damages arising out of any such act or loss from the time the independent EAC first arrives at the hall until the final move-out is complete. The exhibitor further agrees that Show Management may prohibit the EAC from working in the hall if they do not fully comply with all rules and regulations set forth for them at this event. Any Exhibitor using an EAC agrees to advise its EAC of all rules and regulations.

7. Playing or Performing Music: Exhibitor shall not provide or permit the playing or reproduction of music in any form or at any time unless (a) if the music is copyrighted, exhibitor shall have paid in advance to Show Management an additional fee in an amount specified in the exhibitor contract, and (b) whether the music is believed to be copyrighted or not, exhibitor shall obtain in advance from Show Management a written consent to the providing of such music by exhibitor. Exhibitor specifically agrees that in the absence of full compliance with (a) and (b) above, no music whatsoever, in any form, will be provided or permitted by it. Show management shall have the power to make any reasonable settlement, without the consent or approval of exhibitor, to resolve any dispute which may arise between Show Management and anyone claiming to enforce a copyright, which settlement shall nevertheless be binding on exhibitor insofar as holding Show Management harmless and indemnifying Show Management are concerned. Exhibitor expressly agrees that Show Management may, at exhibitor's expense, take any legal action, including summary action, appropriate to ensure compliance by exhibitor with these provisions, including the obtaining of an injunction against exhibitor.

8. Act of God: In the event that, because of war, fire, strike, government regulations, public catastrophe, act of God or the public enemy or other causes beyond the reasonable control of Show Management, the Show or any part thereof is prevented from being held, is canceled by Show Management, or the exhibit space assigned hereunder becomes unavailable, any refund of exhibit fees to the Exhibitor shall be at the absolute discretion of Show Management. Such refund, if given, shall be proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by Show Management and reasonable compensation to Show Management. But in no case shall the amount of refund to the Exhibitor exceed the amount of exhibit fee paid. Show

Management in its sole discretion shall calculate such refund. Exhibitor shall not have any right to an accounting, review, or audit of the financial records of Show Management.

9. **Fire and Safety Laws:** No combustible materials, such as crepe, tissue, cardboard or corrugated paper shall be used at any time. "Fireproofed" paper is not considered non-combustible as interpreted by fire inspector, and is not permitted to be used. All muslin, velvet, silken or other cloth decorations must pass a flameproof test as prescribed by applicable fire ordinances. All inflammable materials must be kept in safety containers.

Exhibitor shall comply, at Exhibitor's sole cost and expense, with all applicable national, state, city, municipal and other governmental regulations including but not limited to fire and safety laws and with the applicable rules and regulations of the facility in which the trade show is held.

10. **Exhibitors and Contractors Passes:** In order to ensure only official access to the exhibit area, all Exhibitors, independent EAC's and their personnel will be issued non-transferable badges. No admittance to the exhibit will be allowed unless this badge is presented.

Exhibitors will be allowed in the exhibit area beginning at 8:00 am each day before the Show opens. All Exhibit personnel must exit the exhibit area no later than 30 minutes after the Show closes each day.

Each Exhibitor is required to present to Show Management, at least two weeks prior to the first day of installation, a list of independent EACs, if any, who will be assisting in the installation and dismantling of Exhibitor's booth and a list detailing the personnel who will be present in the booth or display area, and the days on which each person is likely to be in attendance.

11. **Subleasing:** Exhibitor shall not assign or sublet any allocated space, in whole or in part, unless prior written consent is obtained from Show Management. If Show Management finds that such activity exists, Exhibitor will be responsible for the cost of one 10' x 10' space per offense.
12. **Unpaid Fees:** Exhibitor agrees to pay all collection costs, actual attorney's fees, together with cost of court incurred by Show Management in enforcing its rights hereunder.
13. **Defacing of Building:** Nothing shall be tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, furniture or other properties of the building or booth equipment. Exhibitor may not apply paint, lacquer, adhesive or other coating to the building, columns, floors, or to booth equipment. Exhibitor shall indemnify and hold harmless Show Management for damages caused or arising out of Exhibitor's failure to comply with the foregoing provision.
14. **Understatement of Electrical Requirements:** Exhibitors who understate their electrical requirements on the appropriate form provided and whose understatement causes delay, inconvenience, or additional expense to the Show or to other Exhibitors shall be liable to NATAS as damages, and not as a penalty, an amount equal to 25% of Exhibitors total booth fee for said inconvenience and loss of goodwill.
15. **Liability and Insurance:** Notwithstanding Show Management's agreement to provide security, all property of the Exhibitor remains under his custody and control in transit to and from exhibit hall, during installation and removal, and while it is within the confines of

the exhibit hall. Neither the Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism or other causes, and the Exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the Exhibitor.

Show Management shall not be liable for injury of any type from any cause to persons conducting or otherwise participating in the conduct of the Show or to invitees, guests, or employees of the Exhibitor.

Exhibitor understands that Show Management does not carry business interruption and property damage insurance coverage for loss or damage of Exhibitor's property. The Exhibitor agrees to obtain the following insurance during the dates of the tradeshow, including move-in and move-out days, and shall be prepared to furnish a certificate of insurance to Show Management if requested: (a) Comprehensive general liability insurance coverage including protective and contractual liability coverage of \$250,000/\$500,000 for bodily injury and \$50,000 property damage; (b) Employers liability insurance with minimum limits of \$100,000 per accident; (c) Worker's Compensation/ Occupational Disease coverage in full compliance with federal and state laws; (d) Comprehensive General Liability Automobile insurance covering owned, non-owned, and hired vehicles, including loading and unloading hazards with bodily injury limits of \$250,000/\$500,000 and property damage limits of \$100,000.

Show Management shall in no event be liable to the Exhibitor in excess to the consideration paid by the Exhibitor, exclusive of deposit, for breaches of conduct or tortious conduct by Show Management, its agents, representatives, and independent contractors, whether acting within or without the scope of their authority, be agents, representatives, or independent contractors of the exhibit hall, or by the general public. Show Management's general contractors shall not be liable for failure to perform their obligations under their contract due to strikes, riots, acts of God, or any other cause beyond their control.

16. **Hold Harmless and Indemnification:** This agreement shall not constitute or be considered a partnership, joint venture or agency relationship between the Show Management and Exhibitor. The Exhibitor assumes full responsibility and liability for the actions of all Exhibitor personnel, whether acting within or without the scope of their authority, and hereby agrees to indemnify, hold harmless and defend the Show Management and the exhibit hall entity from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever as they arise (including but not limited to court costs, interest and attorney's fees) which Show Management, or the exhibit hall entity, may incur, suffer, be part to, or be required to pay, incident to or arising directly or indirectly, or jointly from other causes which arise because of any intentional or negligent act or omission or breach of these rules and regulations by Exhibitor or Exhibitor's personnel.
17. **Exhibit Logistics:** Each booth includes a 6' skirted table and two chairs. Electrical access is available from the hotel. See the electrical access document on our website.

For all shipments to the hotel:
NATAS Exhibition
C/O Gurney's Newport Resort and Marina

1 Goat Island
Newport, RI 02840

18. **Labor:** Exhibitors must comply with union work rules where applicable.

19. **Prohibited Activities:**

- a) No cooking may take place in Exhibitor's space and no food and/or beverage products may be brought into the exhibit area from outside the facility. No beer, wine or intoxicating liquor may be distributed by any Exhibitor.
- b) All demonstrations, sales activities, and distribution of circulars and promotional material must be confined to the limits of the Exhibitor's booth. Exhibitor's must not place equipment for display or demonstration in such a manner as to cause observers to gather in the aisles. All equipment for display or demonstration must be placed within the assigned booth area to attract observers into the booth.
- c) Exchange of money and/or the consummating of the sale of goods and services on the exhibit floor is prohibited.
- d) Exhibits which include the operation of musical instruments, radios, sound motion picture equipment, public address systems, or any noise-making machines must be operated so that the noise resulting there from will not annoy or disturb adjacent Exhibitors or their patrons.
- e) Exhibitors are prohibited from displaying any devices in the booth that exceed the length of the backwall (10ft) without prior written approval from Show Management and the exhibit hall.
- f) Animals and pets are not permitted in the facility except in conjunction with an approved exhibit, display or performance legitimately requiring use of animals. Seeing eye dogs are permitted.
- g) Exhibitors are not allowed to conduct any activities that could be considered an illegal lottery under the state laws where the show is held.

20. **Errors and Omissions:** Show Management assumes no responsibility or liability for any of the services performed or materials delivered by official show contractors or other suppliers to the show, their personnel, or their agents. Any controversies which may arise between Exhibitors and official contractors or union representatives, or personnel of either, shall be referred to Show Management for resolution, and Show Management's decision shall be final and binding.

21. **Amendment to Rules:** Any and all matters or questions not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. These rules and regulations may be amended in writing at any time by Show Management and all amendments so made shall be binding on all Exhibitors equally with the foregoing rules and regulations. This writing contains the entire agreement between the parties and may not be changed orally, but only by an agreement in writing signed by a duly authorized representative of the party against whom enforcement of any waiver, change, modification, or discharge is sought. If any term or provision of this agreement shall be declared invalid or unenforceable, the remainder of this agreement shall continue in full force and effect.