

## 2024 NSTA New Orleans National Conference

### Exhibit Booth Contract Additional Details, Rules and Regulations

Firms and organizations must agree to abide by these regulations when accepting space assignments at these conferences.

**EXHIBIT FLOOR PLAN:** All measurements shown on the diagram are believed to be accurate, but management reserves the right to make such modifications as may be necessary to meet the needs of exhibitors and the exhibit programs. NSTA will make every effort to arrange meeting sessions near the exhibit area. But NSTA reserves the right to change sites of meeting sessions to meet the needs of the conference.

**RESTRICTIONS IN OPERATION OF EXHIBITS:** Management reserves the right to restrict exhibits which, because of noise, safety, conduct of exhibitors, method of operation, materials, or any other reason, become objectionable and also to prohibit or to evict any exhibit which in the opinion of the management may detract from the general character of the exhibit as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character which the management determines is objectionable to the exhibit. In the event of such restriction or eviction the NSTA and management are not liable for any refunds of rentals or other exhibit expense.

**LIABILITY:** A) The exhibitor must surrender assigned space in the same condition as it was at the commencement of occupation. The exhibitor shall assume all responsibility for damage to the exhibit hall by reason of the exhibit and shall indemnify and hold harmless the exhibit facility, NSTA, and their representatives for all liability which might ensue from any cause whatsoever arising out of the exhibitor's participation in the exhibits or in conference activities. The exhibit facility, NSTA, and their representatives will not be liable for injuries to any person or for damage to property owned or controlled by the exhibitor, which claims for damage or injuries may be incident to, arise from, or be in any way connected with the exhibitor's occupation of display space, and the exhibitor, on signing the contract, expressly releases and indemnifies the aforementioned from any and all claims for such loss, damage or injury. B) Insurance Risk—Exhibitor bears the risk of loss due to the inadequacy or failure of any insurance or any insurer, including any insurance that may be provided by exhibitor, NSTA, or the Conference Center. C) Consequential Damages—NSTA shall not in any event be liable to exhibitor for any consequential damages. D) Exhibitor must ensure all risks for which it has agreed to indemnify NSTA, and the exhibit facility, and NSTA requires a certificate of insurance for same as a condition to space rental under this agreement.

**CANCELLATION:** Notice of cancellation must be in writing, cancellation fee schedule below:

- 50% cost of booth is due within 10 business days after submitting the booth application
- 25% cost of booth if cancellation is received before July 26, 2024
- 75% cost of booth if cancellation is received on or after July 26, 2024 and before September 6, 2024
- 100% cost of booth for any cancellation received on or after September 6, 2024

*If booth space is not occupied 4 hours prior to exhibit opening, management has the right to use such space as it sees fit.*

#### FORCE MAJEURE

Neither party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, pandemics (including COVID), strikes, lockouts, fires, acts of God, or terrorism or similar occurrence ("force majeure event"). Transition to an online or virtual platform shall not be deemed to be cancellation of the Event. NSTA in its sole discretion may transition the Event to a virtual exhibition for health or safety considerations, in which case this Agreement (including without limitation fees and refund policy) shall continue in full force.

**SERVICE INFORMATION:** All services customarily required by exhibitors will be available and must be obtained through the official service contractors. No other contractors will be permitted without prior approval. Complete shipping instructions and information regarding furniture and carpet rental, electrical work, plumbing, labor for erecting and dismantling exhibits, drayage, etc., will be forwarded to exhibitors in advance. A service desk will be maintained in the exhibit services area.

**EXHIBITOR ADMISSION:** Each exhibiting firm will be entitled to register two (2) representatives without charge for each 10' x 10' booth space rented. Exhibitors will be billed \$250 for each additional representative. Complimentary registration's intended use is for the employees of the exhibiting company only. Violation of the use of complimentary registrations will result in cancellation of the contract and forfeiture of payments.

**RULES AND REGULATIONS:** Exhibitor recognizes and agrees that NSTA retains full power and authority to interpret and enforce all Rules and Regulations for the Conference, including the authority to amend or adopt new Rules and Regulations that NSTA considers necessary and proper for the exhibition. Failure to comply with these or any other regulations or amendments shall constitute sufficient cause for NSTA to require the immediate removal of the exhibit or offending exhibitor. This may result in forfeiture of all fees paid and the opportunity to exhibit at future conferences or exhibitions sponsored by NSTA. NSTA may lease any space so forfeited to another exhibitor.

#### A. General Regulations

1. Show management will provide necessary security personnel during the hours the exhibit area is closed. However, the exhibitor is solely responsible for his/her own exhibit material and should insure his/her exhibit against loss or damage.
2. Exhibit booths must be staffed during exhibit hours by persons who are well prepared to explain, courteously and effectively, all products and services on display. Each exhibitor must wear an official exhibitor's show badge.

3. Management reserves the right to make modifications to the exhibit hours as may be necessary to meet program needs.

4. The exhibitor agrees not to dismantle or pack his/her display before the close of the exhibits. NSTA will assess the exhibiting company a \$750 fine for any booths dismantled, packed, or abandoned before the 12:00 noon teardown time. For exhibitors holding 300 square feet or more, the fee will double.

5. It is understood that no rooms, suites, or other space in conference hotels will be used for exhibit purposes, workshops, or other exhibitor sales related use without prior approval by show management. Social affairs of all kinds should be scheduled not to conflict with program events.

6. The exhibitor agrees to abide by all local tax regulations. Each exhibitor is responsible for collecting and submitting payment of their own sales tax to the appropriate legal authority.

7. No one under the age of 18 will be permitted on the exhibit hall floor during set-up or tear down hours.

8. NSTA may enact safety requirements, such as masking, proof of vaccination or negative test; any onsite exhibitor personnel are required to follow NSTA safety requirements or will not be granted access to the event.

#### B. Construction and Arrangement of Exhibits

1. Exhibits must not project beyond the space allocated or obstruct the view of the exhibits of others. Reasonable effort must be made to provide space within the confines of the booth for interviews, demonstrations, distribution of materials, etc., so that visitors do not obstruct the aisles.

2. In straight-line exhibits, no solid construction will be permitted to exceed 4 feet in height except in the back half of the booth, where it shall not exceed 8 feet. i.e., in a 10' x 10' booth, solid construction above 4 feet must begin at least 5 feet back from the aisle line. Management reserves the right to grant exceptions for non-continuous construction or free-standing display items.

3. In island spaces—20' x 20', 20' x 30', or larger—the entire cubic content of the space may be used up to the maximum allowable height of 20 feet including signage. Plans for island displays must be submitted to and approved by management 45 days in advance of the conference.

4. Any part of the exhibit which does not lend itself to an attractive appearance, such as unfinished side or end panels, must be draped at the exhibitor's expense. Management reserves the right to have such finishing done at exhibitor's expense.

5. All decorations must be flame-proofed.

6. All hangings must clear the floor.

7. Electrical wiring must conform with the National Electrical Code safety rules.

8. Exhibitors must comply with all city fire regulations.

9. Exhibitors, or their agents, shall not injure or deface the walls or floors of the buildings, booths, or the equipment of the booths. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

10. Hanging signs cannot exceed 20' from the top of the sign to the floor, and only permitted above island booth spaces. Requests for exceptions must be made in writing to the NSTA Exhibits Manager 15 days prior to first day of show move-in for approval.

#### C. Limitations on the Use of Space

1. No exhibitor shall assign, sublet or share the space allotted without the knowledge and written consent of management.
2. Exhibitors must show only goods manufactured or dealt in by them in the regular course of business.
3. All exhibits, interviews, demonstrations, and distribution of materials shall be confined exclusively to the assigned booth and must be relevant to the exhibitor's products and shall not be made primarily to attract or amuse. Sufficient space must be provided within the exhibit booth to contain persons watching demonstrations and other promotional activities.
4. Each exhibitor is responsible for keeping the aisle or aisles near his/her booth free of congestion resulting from demonstrations or other promotions.
5. Musical instruments, radios, sound motion picture equipment, record players, or any noise-making machines must be operated at a noise level that will not interfere with other exhibitors or add unduly to general acoustic inconvenience. All such promotional devices must be approved by management 30 days prior to the exhibit opening and must be in harmony with any agreements entered into by the Association, the management of the hall, and applicable labor unions. Approval cannot be given, however, for the use of sound equipment for live demonstrations in booths less than 20' x 20'.
6. Distribution of items other than literature describing the company's product is discouraged. Such distribution is not expressly prohibited, however, if it does not violate standards of good taste or tend to introduce a carnival atmosphere.
7. Exhibitors must adhere to state and local laws regarding holding raffles in their booth.
8. No animals are allowed in the Exhibit Hall unless prior approval is granted by show management.