



## EXHIBIT HALL RULES AND REGULATIONS

**Note:** if your booth is in an end-cap/peninsula configuration facing three aisles, please review the peninsula booth set-up regulations to ensure the understanding of set-up constraints. Exhibit Management will be in contact to obtain a signed agreement and a booth design from your organization.

### 1. PURPOSE OF EXHIBIT

NCCCE 2022 is an educational event, and the Exhibition staged in conjunction with the professional conference is a vital element of this educational process. The selling of products is an important aspect of this event.

### 2. ASSIGNMENT OF EXHIBIT SPACE

Exhibit space will be assigned in the order reservations are received. Exhibit Management shall use its best efforts to locate the booth in one of the locations designated by Exhibitor elsewhere in this agreement. Notwithstanding the above, Exhibit Management reserves the right to change location assignments when such action is deemed to be in the best interest of the Exhibition. Instances involving relocation of a booth due to unforeseen circumstances, force majeure, or acts of God or war shall be governed by the provision "Cancellation, Postponement, or Relocation of Exhibition" below. Exhibitor agrees that its exhibit shall be admitted into the Exhibition and that its exhibit and representatives shall remain from day to day solely on strict compliance with all the rules herein described. NCCCE, in its sole discretion, reserves the right to reject the Application/Contract of Exhibitor, in whole or part. Exhibit Management and NCCCE further reserve the right to reject, eject, or prohibit any exhibit in whole or in part, or any Exhibitor, with cause for violation of these Rules and Regulations or if exhibit is unsuitable for or not consistent with the character of the Exhibition or the interests of NCCCE. If an exhibit or Exhibitor is ejected with cause for violation of these rules or for any other stated reason, no return of rental shall be made.

### 3. RENTAL OF SPACE AND ITS USE

Rental includes the following exhibit equipment: 8'-high backwall, 3'-high side rails, plus a 7' x 44' sign featuring the Exhibitor's company name. Twenty-four hour general security and general aisle cleaning are provided. HANGING SIGNS: All hanging signs require written approval from Exhibit Management. STANDARD EXHIBITS: Regular and specially built back walls including signs may not exceed an overall height of 8'. Low side dividers between exhibits should not exceed 3' in height. If a high divider is desired, it cannot exceed 8' in height nor extend from the back wall more than one-half of the depth of the space. CROSSOVER OR AREA DISPLAYS: These must be constructed as two standard 8'-high exhibits facing each other across an aisle, but connected by one or two exhibitor's name signs (18'-high with lettering 12'-high maximum) which bridge the two exhibits at a level 8'-high at sign base. Signs must be at least 3' from ends of exhibit. A floor covering cannot be placed in the aisle between the two exhibits. No displays or obstructions may be placed in normal aisle area. CUBISTIC OR FREE-FORM DISPLAYS: These may be constructed in any manner desired, within the areas designated, except the upper 40% of each display must be at least 50% open. ISLAND EXHIBITS: These have four open sides. This type of exhibit must limit any walls or other display items to 16' in height, where sufficient clearance exists, with length of walls or items not to exceed one-half the depth and width of the space. Special designs may be submitted to Exhibit Management for approval. PENINSULA EXHIBITS: These face three sides. This type of exhibit must limit the length of the back wall to one-half the width of the space, centered, and back wall and any other display item must not be more than 8' in height. A booth design must be submitted to Exhibit Management for approval prior to move-in onsite. FLOORING AND FLOOR HEIGHT OF EXHIBITS: Avoiding trip hazards is a requirement in booth design. No double carpet padding, oversized flooring substrates that extend into the aisle, raised floors or any elevation changes are permitted unless Exhibit Management receives, and approves of, a booth design that demonstrates the elimination of any potential trip hazards in advance of the exhibition. Note that even if approved, onsite adjustments, such as the addition of stanchion, caution tape and/or access ramps, may be required to ensure the safety of all concerned. Accessibility: Exhibitors agree to design and construct their exhibit in such a way that it complies with the Americans with Disabilities Act of 1992. Further information regarding ADA compliance is available at [https://www.ada.gov/2010\\_regs.htm](https://www.ada.gov/2010_regs.htm). Animals: No animals shall be permitted in the Exhibit Hall, except for service animals required for use by Attendees.

### 4. SUBLETTING OF SPACE

The Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned or have representatives, equipment, or materials from firms other than its own in the Exhibit Space without written consent of Exhibit Management. Only one company shall be considered as the Exhibitor; any other company or unity in the Exhibit Space shall be considered a subsidiary or affiliate.

### 5. INSTALLATION AND DISMANTLING

The Exhibitor explicitly agrees that in the event it fails to install its products in assigned Exhibit Space or fails to remit payment for required space rental or payment for advertising at time specified, Exhibit Management shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper. In addition, the Exhibitor shall not dismantle or otherwise interfere with the orderly conduct and display of the Exhibit until the Exhibit Floor is finally closed to the Conference attendees.

### 6. FIRE, SAFETY AND HEALTH REGULATIONS

Exhibitor assumes all responsibility for compliance with local, city, state, NCCCE and Exhibit Management safety, fire and health Rules and Regulations and ordinances covering installation and operation of equipment and of their exhibit booth including, but not limited to, restrictions on the amount of people who may gather in the exhibit booth and compliance with any social distancing rules or other COVID-related protocols. Exhibitor shall not pack merchandise in paper, straw, excelsior, or any other readily inflammable material. All cartons stored in the Exhibit Building shall be emptied of contents. Exhibitor shall use no inflammable decoration or covering for display fixtures, 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 materials have 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.

### 7. UNION LABOR

If required by local ordinances, Exhibitor must comply with all union regulations applicable to installation, dismantling, and display of the Exhibit.

### 8. EXHIBITOR CONDUCT

Exhibitor and its representatives agree to abide by all NCCCE policies, including health and safety protocols. Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of Exhibit Management is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Exhibit Management, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity immediately. All promotional plans must be submitted to Exhibit Management for approval. Distribution of pamphlets, brochures, or any advertising matter must be confined to the Exhibit Space. Exhibitors are prohibited from bringing alcoholic beverages into Washington State Convention Center. Exhibitor shall refrain from any action that will distract attendees from attendance at the Exhibit during open hours. Exhibitor shall not lead attendees from one Exhibit Space to another or to elevators or escalators. Exhibitors or any of their representatives shall not conduct themselves in a manner offensive to standards of decency or good taste.

### 9. FILM, SOUND DEVICES, AND LIGHTING

If images, loudspeakers, or sound devices are used, the Exhibitor agrees to comply with union requirements for the operation of the equipment. Equipment will only be permitted if tuned to conversational level and is not objectionable to neighboring Exhibitors. Operating equipment that emits excessive noise must be run intermittently for specific demonstrations only. Exhibit Management reserves the right to restrict the use of glaring lights or objectionable lighting effects.

### 10. CONTRACTOR SERVICES AND INFORMATION

Where an Official Contractor has been designated to perform services for an Exhibitor – such as the rental of furniture, setup of exhibits, electrical work, plumbing, labor, or any other service – no Exhibitor or representative shall contract for such services with other than the said Official Contractor unless permission has been secured in writing in advance from Exhibit Management. Exhibit Management assumes no responsibility or liability for any of the services performed or materials delivered by the contractors.

### 11. STORAGE

Exhibitor will not be permitted to store packing crates and boxes in the booth or Washington State Convention Center during the Exhibition, but these, when properly marked, will be stored and returned to the booth by Service Contractors. It is the Exhibitor's responsibility to mark and identify all crates and boxes. Crates and boxes not properly labeled may be destroyed. No trunks, cases, or packing material shall be brought into or out of the Exhibit Space during Exhibit Hours.

### 12. PHOTOGRAPHS & RECORDING

No photographs, audio, video, or digital recording of any type shall be taken without the prior consent of Exhibit Management and/or the Exhibitors involved. In no case shall images or recordings taken by the Exhibitor include attendees unless waivers are signed in advance by all parties. The Exhibitor acknowledges and agrees that NCCCE, its employees and contractors may take photographs/videos which could include images of the Exhibitor, its representatives and its exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to the NCCCE and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that NCCCE is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its representatives may have relating to or arising from the images or their use. In no cases can Exhibitors use any images of attendees participating in demonstrations or meetings for any commercial purposes.

### 13. DATA USE

Exhibitors shall be responsible for compliance with applicable data protection laws protecting the personal data of attendees.

### 14. TECHNOLOGY

The extent of an Exhibitor's or attendee's use of technology during the event is not guaranteed. In no event shall NCCCE be held liable for participants' interruptions to personal Internet access, power access, video camera access, or audio capabilities, nor of any similar interruptions to that same for the duration of the availability of the event.

### 15. LIABILITY AND INSURANCE

All property of the Exhibitor remains under its care, custody, and control in transit to and from Washington State Convention Center, during installation and removal, and while it is within the confines of Washington State Convention Center. Neither Exhibit Management, NCCCE, the owners or management of Washington State Convention Center, 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 it may have against any of them by reason of any damage to or loss of any property of the Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of Exhibit Management, NCCCE, the owners or management of the Exhibit Hall, or their agents or employees, arising out of Exhibit Management's, the owners or managers of Washington State Convention Center, or NCCCE's duties and responsibilities under this agreement. Exhibitor understands that neither Exhibit Management, Washington State Convention Center, nor NCCCE carry business interruption and/or 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 Exhibition, including move-in and move-out days, and shall be prepared to furnish a certificate of insurance to Exhibit Management if requested: (a) Commercial general liability insurance coverage including protective and contractual liability for bodily injury and property damage; (b) Employer's liability insurance; (c) Worker's Compensation/ Occupational Disease coverage in full compliance with federal and state laws; (d) Comprehensive General Liability Automobile insurance.

### 16. LIMITATION OF LIABILITY

In no event shall NCCCE, its officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "NCCCE parties") be liable to the Exhibitor or any third party hired by or otherwise engaged by the Exhibitor for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of this application and agreement or connected in any way with use of or inability to

use the services outlined in this application and agreement or for any claim by Exhibitor, even if any of the NCCCE parties have been advised, or on notice and/or should have been aware of the possibility of such damages, Exhibitor agrees that the NCCCE parties' sole and maximum liability to the Exhibitor regardless of the circumstances shall be the refund of the exhibit fee. Exhibitor agrees to indemnify and defend the NCCCE parties from any claims brought by a third party hired by or engaged by the Exhibitor for any amount beyond the exhibit fee. Further, Exhibitor agrees to pay all attorney's fees and costs incurred by the NCCCE parties arising out of or in any way related to this application and exhibit. Exhibitor shall be solely responsible for its attorney's fees and costs.

### 17. HOLD HARMLESS AND INDEMNIFICATION

This agreement shall not constitute nor be considered a partnership, joint venture, or agency relationship between NCCCE, Exhibit Management, Exhibitor, and the Washington State Convention Center. Exhibitor hereby agrees to indemnify, hold harmless, and defend NCCCE, Exhibit Management and Washington State Convention Center, and their respective officers, directors, and employees (Indemnitees) 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 the Indemnitees may incur, suffer, be part to, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission or breach of these Rules and Regulations, or violation of any ordinance or statute by Exhibitor or any of its employees or agents. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees, and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless, and defend the Indemnitees as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the acts or omission of its agents, employees, or independent contractors whether acting within or without the scope of their authority. NCCCE and Exhibit Management hereby each agree to indemnify, hold harmless and defend the Exhibitor and its respective officers, directors, and employees (Indemnitees) 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 the Indemnitees may incur, suffer, be part to, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission or breach of these Rules and Regulations, or violation of any ordinance or statute by NCCCE and/ or Exhibit Management or any of their employees, or agents. NCCCE and Exhibit Management assumes full responsibility and liability for the actions of their agents, employees, and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless, and defend the Indemnitees as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the acts or omission of their agents, employees, or independent contractors whether acting within or without the scope of their authority. The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Hotel premises and will indemnify, defend, and hold harmless the Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims. The terms of this provision shall survive the termination or expiration of this agreement.

### 18. CANCELLATION, POSTPONEMENT, OR RELOCATION OF EXHIBITION

In the event that NCCCE or Exhibit Management determines that due to any unforeseen occurrence, acts of God, war, or any other cause beyond their control renders the fulfillment of this agreement inadvisable, commercially impractical, illegal, or impossible by NCCCE or Exhibit Management, the parties may amend or terminate the agreement and so notify Exhibit Management. In the event of cancellation or change in format of the Exhibition to fully virtual, NCCCE and Exhibit Management's sole responsibility to Exhibitor shall be a full refund of all booth fees paid by Exhibitor. In the event of postponement or relocation of the Exposition, NCCCE and Exhibit Management will offer both space that the Exhibitor may accept and agree to under these same terms, conditions and rules. Should the Exhibitor wish to decline booth space for the postponed or relocated event, a full refund of booth fees may be requested in writing by the Exhibitor to NCCCE and Exhibit Management. In all cases described above, NCCCE and Exhibit Management may offer Exhibitor incentives to maintain dollars on file with NCCCE for application to any new or future events and/or fully virtual offerings. Exhibit Management shall not be financially liable in the event the Exhibition is interrupted, canceled, moved, or dates changed except as provided herein.

### 19. EXHIBITOR CANCELLATION

Cancellation of any portion of this Application/Contract by the Exhibitor will be accepted only at the discretion of Exhibit Management and then only based upon the following refunds: On or before December 15, 2021: 80% refund of deposit on canceled booth space; After December 15, 2021 but before or on January 15, 2022: 20% refund of deposit on canceled booth space (deposit is defined as 50 percent of total booth charges); After January 15, 2022: No refund. Except as the Exhibitor's rental obligation may be reduced as set forth in the preceding sentence, the Exhibitor is responsible for total booth rental irrespective of the reason for the cancellation by the Exhibitor including the failure of an Exhibit to arrive for any reason or disagreement with any published health and safety protocol.

### 20. AGREEMENT OF RULES AND REGULATIONS

Exhibitor agrees to observe and abide by the foregoing Rules and Regulations and by such additional Rules and Regulations made by Exhibit Management 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 Exhibit Management's right to close an Exhibit and withdraw its acceptance of this Application/Contract, Exhibit Management in its sole judgment may refuse to consider for participation in future Exhibits an Exhibitor who violates or fails to abide by all such Rules and Regulations. There is no other agreement or warranty between the Exhibitor and Exhibit Management except as set forth in this document. The rights of Exhibit Management and the Exhibitor under this Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of the respective parties.