

2019 n4a Annual Conference and Tradeshow Rules and Regulations

These rules and regulations are a bona fide part of the contract for exhibit space, sponsorship and advertising with the National Association of Area Agencies on Aging, hereinafter referred to as n4a, for the Conference and Tradeshow which is managed by ConferenceDirect, hereinafter referred to as Show Management, on behalf of n4a, the Show's owner and sponsor. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well-being of the Show. Each exhibit/sponsor, for himself, his employees, and his contractors agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit/sponsor which in its sole judgement is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products and conduct. n4a reserves the right to refuse applications of concerns not meeting standards required or expected, as well as the right to curtail exhibit/sponsors or parts of exhibit/sponsors that reflect against the character of the meeting. Show Management's decision and interpretation shall be accepted as final in all cases.

1. SELECTION OF EXHIBIT/SPONSOR/ADVERTISER

Only firms and companies whose services and products are appropriately related to the purpose of n4a shall be permitted to exhibit/sponsor. n4a reserves the right to decline or prohibit any exhibit/sponsor which in its sole judgement is inappropriate, this reservation being all inclusive as to person, things, printed matter, products and conduct.

2. VALID APPLICATION FOR SPACE

Applicants for exhibit space must convey a minimum 50% deposit for each booth space requested for rental.

3. PAYMENT OF SPACE

A non-refundable deposit of 50% of the cost of space requested must accompany the application for space. The balance must be paid by April 1. Space requests on and after April 1, 2019, must be accompanied by full payment. There will be a \$100 charge for all returned checks. Any deviations from this provision, including but not limited to acceptance by Show Management of any late payments specified herein, shall not be construed as a waiver of Show Management's rights to cancel exhibitor's contract for such non-compliance, reassign booth location, take possession of said space without refund or further notification, or otherwise be construed as a modification of any schedule of payments required hereunder.

4. DOOR PRIZES

Each Exhibitor is encouraged to provide a gift with a minimum value of \$100 for the Tradeshow door prize program. It is the Exhibitor's responsibility to collect names and business cards from attendees. Door prize winners will be drawn before the afternoon networking break on Monday, July 29, 2019. Names of winners will be posted in the Tradeshow. It will be the winner's responsibility to pick up the door prize at the Exhibitor's booth by the close of the Tradeshow at 3:30 p.m. on Monday or forfeit the prize.

5. CANCELLATIONS AND REFUNDS

Advertisers: No advertising cancellations are permitted once ordered. If ordering an advertisement after April 30, 2019, payment is due no later than May 15, 2019, to ensure inclusion on printed materials.

Sponsorship: Sponsorships cannot be cancelled once ordered. Benefits will not be executed until full payment is received. If ordering a sponsorship after April 30, 2019, payment is due not later than May 15, 2019 to ensure sponsor recognition on printed materials.

Exhibit Space: All cancellation of exhibit space must be made in writing and directed to: n4a@conferencedirect.com. Refunds, less an administrative fee of \$175 per booth space, will be made, but no refund will be given for a cancellation made within 90 days of installation.

Failure to appear at the Show does not release exhibitor from responsibility for payment of the full cost of space rented. In the event of cancellation, space reverts back to Show Management for use at its sole discretion. Show Managements ability to resell the space shall not affect the refund schedule.

6. USE OF EXHIBIT SPACE AND SPACE ASSIGNMENT

The optimal or premium exhibit booths are assigned to major sponsors of the n4a Conference. Assignment of other booth space will be on a first paid, first served basis beginning with premium purchased booths being placed followed by standard purchased booths placement. Special requests for booth placement near or far from another vendor MUST be submitted on the original booth application. Requests received after application is submitted will not be granted. Show Management reserves the right to make the final determination of all space assignments in the best interest of the Tradeshow.

No exhibitor may assign, sublet or apportion his space to or with another business entity or individual without the express permission in writing from Show Management. No exhibitor may show or demonstrate products or services other than those manufactured or handled in the normal course of business. Should any item from a nonexhibit firm be required for operation of a display, identification of such item shall be limited to the regular name plate or trademark under which same is sold in the general course of business. Sharing space with individuals or companies not officially represented by the contracting company is strictly prohibited and may result in eviction.

7. OPERATION OF EXHIBIT/SPONSORS

Food and Beverage – Exhibitor distributing food samples from their booths agree to abide by the facility regulations of appropriate food size and have advance written approval from n4a to provide food samples.

Literature Distribution – All demonstrations or other activities must be confined to the limits of the exhibitor's booth. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitor in the aisles, meeting rooms, registration areas, lounges or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the show. Trade publications may be distributed from their booth but automatic distribution is prohibited.

Booth Representatives – Children under the age of 18 are prohibited on the exhibit/sponsor floor during move-in and move-out because of high liability.

Copyright Licensing – Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video and software. Exhibitor/Sponsor shall indemnify and hold harmless n4a, Show Management and facility against loss, expense, or liability which may be incident to, arise out of or be caused by Exhibitor/sponsor's failure to obtain requisite license.

Sound – Exhibits, which include the operation of musical instruments, radios, sound projection equipment, or any noise making machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibit and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibitors must secure approval of operating methods before the exhibit opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

Sales – "Cash and carry" sales are prohibited. Samples or souvenirs may not be sold.

8. ARRANGEMENT OF EXHIBIT

Each exhibitor is provided an Exhibit Service Kit. This Kit describes the type of arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations provided in the Kit. If in the sole opinion of Show Management any exhibit/sponsor fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit/sponsor will be prohibited from functioning any time during the Tradeshow. Exhibitors not conforming may be dismantled or modified at cost to the exhibit, at the sole judgement and discretion of Show Management. Exhibitors are required to and are responsible for carpeting their entire booth space (if space is not already carpeted). Booths not fully carpeted by two hours to show opening will be carpeted at the exhibitor's expense.

Booth construction plans and layout arrangements for exhibits in island spaces or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

9. EXHIBITS AND PUBLIC POLICY AND SAFETY

Each exhibitor is charged with knowledge of all State, County and City Laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in the tradeshow. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls, or other parts of the building.

All booth decorations must meet flame-proofing codes. All exits, aisles, hallways and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform with National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is not permitted. Exhibitors will not be allowed to store behind their booth background any excess materials such as cardboard cartons, literature, etc.

Independent contractors must conform to IAEE, ESCA and ED&PA guidelines. All exhibit/sponsor labor must comply with established labor jurisdictions. An exhibit/who makes any claim or advertises at the n4a conference and tradeshow in any way which, in the sole opinion of Show Management, is false, misleading or otherwise against public policy, may, in the sole discretion of Show Management, be required to discontinue such claim or advertising.

10. SECURITY/LIABILITY/INSURANCE

It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither show Management, its service contractors, the management of the exhibit/sponsor hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibit 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.

11. STORAGE OF PACKING CRATES AND BOXES

Unattended freight in any display space as of one hour prior to Show opening will be removed and stored at the exhibitor's sole risk and expense.

Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period, 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 his crates. Crates not properly marked or identified may be

destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty".

Crates, boxes or other exhibit materials unclaimed by the exhibitor after the show will be removed at the exhibitor's expense. Exhibitor will be billed by Show Management for removal time and materials at prevailing rates. Neither Show Management, the service contractor nor the exhibit facility shall assume any liability whatsoever for loss or damage.

12. OUTSIDE ACTIVITIES

The exhibitor/sponsor shall not foster or conduct outside activities which would take qualified attendees from official Conference functions and/or Tradeshow during scheduled hours. Use of meeting facilities or n4a contracted hotels by Exhibitors/sponsors or companies or sales or business meetings during n4a Conference and Tradeshow dates must be approved in advance by n4a. Hospitality suites shall not be open during Tradeshow hours or daytime Conference hours.

13. SHOW CANCELLATION

If the Conference and Tradeshow is cancelled due to circumstances beyond the control of n4a, n4a will not be held liable for any expenses incurred by the Exhibitor beyond the rental cost of the booth space(s).

14. INDEMNIFICATION

Exhibitor/sponsor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgements recovered from or averted against Show Management on account of injury or damage to person or property to the extent that any such damage of injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the Exhibit/sponsor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of the Exhibitor/sponsor, or when any such injury or damage is the result, proximate or remote, of the violation of the Exhibitor/sponsor or any of its agents, servants, employees, contractors, patrons, guests, licenses or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor/sponsor, its agents, servants, employees, contractors, patrons, guests licensees or invitees of the premises leased hereunder. Such indemnification of Show Management by Exhibit/sponsor/sponsor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibit/sponsor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor/sponsor or relating to this lease or the premises leased hereunder, then Exhibitor/sponsor shall and will pay all costs and expenses including

reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

Neither Show Management nor Exhibitor/sponsor shall be responsible for any loss or damage to property of the other party hereto, including but not limited to loss or damage occasioned by theft, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Show management and Exhibitor/Sponsor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage.

Exhibitor/Sponsor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor/sponsor's space. Exhibitor's/sponsor's shall indemnify, defend and hold harmless n4a, Show Management, Hilton New Orleans Riverside and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorney's fee and expenses of whatever kind or nature, which might result from or arise out of use of any such materials(s) described above.

15. WAIVER

No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to/or a waiver of any right or remedy on any future occasion.

16. ATTORNEY'S FEES

Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorney's fees.

17. AMERICANS WITH DISABILITIES ACT

Exhibitor's acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor's shall also indemnify and hold harmless n4a, Show Management, and Hilton New Orleans Riverside Hotel against cost, expenses, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

18. OTHER REGULATIONS

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. **Show Management shall have full power to interpret, amend, and enforce these rules and regulations, provided exhibitors/sponsors receive notice of any amendments when made. Each exhibitor, sponsor, advertiser, and its employees agrees to**

abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

Exhibitors/sponsors or their representatives who fail to observe these conditions of contract or who, in the opinion of Show Management, conduct themselves unethically may immediately be dismissed from the Tradeshow area without refund or other appeal.