

Contract Conditions/Rules & Regulations

71st Annual Conference & Exhibition | July 31 – August 4, 2023 | Benton Convention Center, Winston Salem, NC

1. Cancellation of spaces

Cancellation of space: If notice is received prior to JULY 1, 2023, for Annual, all monies will be refunded less 25 percent of the total booth costs. If notice is received after JULY 1, 2023, for Annual, no refunds are issued on canceled space.

Cancellation exhibit space must be directed in writing via email to nchea.vendorchair@gmail.com

No-shows will be treated as cancellations starting at 4:00 PM on Tuesday, August 1, 2023. Any exhibit space not installed by 4:00 PM may be set-up at the discretion of NCHEA, and all expenses will be charged to the exhibiting company. In the best interest of the exhibits, NCHEA reserves the right to, at their discretion; reassign any no-show or un-set exhibit space after 4:00 PM. There will be absolutely no refunds whatsoever and all space contracted for must be paid in full.

If for any reason beyond NCHEA's control, the Annual Conference must be cancelled, shortened, delayed or otherwise altered or changed, Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of NCHEA or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to NCHEA for space, as well as other costs and expenses it has incurred, including travel to the show, setup, lodging, freight, employee wages, etc.

Exhibitor, as a condition of being permitted by NCHEA to be an Exhibitor at the Annual Conference, agrees to indemnify, and hold harmless NCHEA or its directors, officers, employees, agents or subcontractors from any and all loss, which Exhibitor may suffer as a result of show cancellation, duration, delay or other alterations or changes caused in whole or in part by any reason outside NCHEA's control.

2. Suitability of Exhibits and Retail Sales

NCHEA reserves the right to determine the eligibility of any exhibitor for inclusion in the Annual Conference and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of NCHEA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. The foregoing prohibition relates to persons, conduct, articles or merchandise, printed materials, souvenirs, catalogs and any other items, without limitation, which reflect the character of the exhibit.

No retail sales, where payment is received and product delivered, are permitted within the exhibit area at any time. Payment and/or orders may be taken for future delivery.

3. Intellectual Property Matters

The exhibitor represents and warrants to NCHEA that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by exhibitor) or other intellectual property rights of any third party. The exhibitor agrees to immediately notify NCHEA of any information of which exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights, or other intellectual property rights. The exhibitor agrees to indemnify, defend and hold NCHEA, its agents, successors, and assigns harmless from and against all losses, damages, and costs (including reasonable attorneys' fees) arising out of or related to claims of infringement by exhibitor of the trademarks, copyrights and other intellectual property rights of any third party. Notwithstanding the foregoing, NCHEA shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights, or other intellectual property of any third party arising out of the actions of any exhibitor.

4. Exhibit Setup

Set-up of exhibits will commence in the BENTON CONVENTION CENTER starting at 9:00 a.m., Tuesday, AUGUST 1, 2023. If an exhibit is not set up by 4:00 PM on TUESDAY, AUGUST 1, 2023, NCHEA reserves the right to re-assign such space to another Exhibitor or to make such other use of the space as deemed necessary or appropriate. NCHEA reserves the right to set up the exhibit or remove the freight from the booth at the Exhibitor's expense. No refund will be made to the original contracting Exhibitor. NCHEA reserves the right to modify setup, exhibit and dismantle hours in which case all Exhibitors will be notified.

Empty boxes cannot be stored behind the exhibit booth. They must be removed from the exhibit hall prior to the show opening and cannot be returned prior to the conclusion. No part of any exhibit, or signs relating thereto, shall be posted, nailed, or otherwise attached to columns, walls, floors, or other parts of the building or its furniture, in any way to deface same. Damages arising from failure to observe these rules shall be payable by the exhibitor.

An exhibitor may use the services of an outside independent contractor only for the installation and dismantling of the exhibit provided that they submit NCHEA Event Management and BENTON CONVENTION CENTER Event Management along with a valid Certificate of Insurance.

Contract Conditions/Rules & Regulations

71st Annual Conference & Exhibition | July 31 – August 4, 2023 | Benton Convention Center, Winston Salem, NC

5. Booth Construction

Dimensions

At the BENTON CONVENTION CENTER, there is one (1) size of booth: 10' x 10'

Standard Inline Booth

Inline booths have only one side exposed to an aisle and are generally arranged in a series along a straight line. Individual booths may be combined to form a larger inline booth space, no greater than 10' deep, from aisle by 20' wide (3.05m by 6.10m)

Use of Space

Regardless of the number of inline booths utilized, e.g. 10' (3.05m) by 10' (3.05m) 10' by 20' (3.05m by 6.10m), etc., exhibit fixtures should be arranged in such a manner as not to obstruct sight lines of neighboring Exhibitors. The maximum height of 8' (2.44m) is allowed in the rear of the booth space, with a 4' (1.22m) height restriction imposed on all exhibit fixtures within 5' (1.52m) of an aisle. When two (2) or more inline booths are used in combination as a single exhibit space, the 4' (1.22m) height limitation is applied only to that portion of exhibit space which is within 10' (3.05m) of an adjoining booth.

Canopies/Ceilings, Hanging Signs & Graphics, and Multistory Exhibits

Canopies, including ceilings, umbrellas, and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or for hanging products). Canopies should comply with line-of-sight requirements and may not protrude into the aisle. The base of the canopy should not be lower than 7' (2.13m) from the floor within 5' (1.52m) of any aisle. Canopy supports should be no wider than 3" (7.62cm). This applies to any booth configuration that has a sightline restriction, such as an inline booth.

Fire and safety regulations for the BENTON CONVENTION CENTER may apply to canopies/ceilings.

6. Exhibit Hours and Admission

Admittance during non-show hours without permission from NCHEA is prohibited. Children under the age of 16 are not permitted on the exhibit floor at any time. NCHEA shall have the sole control over admission policies. All persons visiting the exhibit area, including exhibit booth representatives, will be required to register and to wear an appropriate badge.

7. Dismantling of Exhibits

Exhibits are to be kept intact until the closing of the show at 2:00 p.m. on THURSDAY, AUGUST 3, 2023. **Break down does not start UNTIL 2:30 PM.** All exhibits on the exhibit floor are to be fully removed by 5:00 PM, AUGUST 3, 2023. If exhibits are not removed by the specific time, NCHEA has the right to remove exhibits and charge the expense to the exhibitor. **Any exhibitor who begins dismantling and removal of their display before the close of the show may lose the privilege of exhibiting in future shows or be subject to further restrictions by NCHEA. This rule will be strictly enforced.**

8. Exhibit Staffing

Exhibits must be always staffed by qualified employees of the exhibitor during the show hours. Everyone staffing an exhibitor's booth is required to register and must wear the exhibitor badge furnished.

9. Subletting Prohibition

Exhibitors may not assign or sublet this contract or permit others to use any contracted exhibit space without the express approval of NCHEA. Exhibitors must show only products or services manufactured or sold by them in the regular course of business. The featuring of names or advertisements of non-exhibiting firms or businesses will not be permitted. If an article of a non-exhibiting firm or business is required for the operation or display of any exhibitor's wares, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article is sold in the regular course of business.

10. Canvassing by Non-Exhibitors

The Annual Conference is limited to registered attendees as well as registered representatives of firms, professional organizations and dealers who have contracted with NCHEA for exhibit space and/ or sponsorship. No other persons or concerns will be permitted to demonstrate their products or distribute advertising materials at any time during the event. Market research companies will be assigned space only if research is being done for a company exhibiting on the floor. Research companies must indicate on the exhibit application the company for which they are conducting market research.

Contract Conditions/Rules & Regulations

71st Annual Conference & Exhibition | July 31 – August 4, 2023 | Benton Convention Center, Winston Salem, NC

11. Company Description for Mobile App

Each exhibiting company will have a listing in the mobile app including contact information and a 35-word company description. NCHEA will make every attempt to collect the description from the primary logistics of the exhibiting company but if no response is received, NCHEA reserves the right to use a description submitted in a previous year or to use information from the exhibiting company's website.

**Currently NCHEA uses the software, Map Dynamics for the Exhibit Booth layout, Exhibitors will have the opportunity to add their own descriptions to the program.

12. Continuing Education

Programs awarding contact education credit must be kept separate from staffed exhibits, promotional presentations, or electronic advertisements.

13. Irregular Activities

All activities of each exhibitor must be confined to the exhibitor's allotted exhibit space except for entertainment and social functions. Demonstrations in booths must be designed to take place and keep the audience within the existing booth space to allow free access in the aisles. Noisemakers of any kind will not be permitted as giveaways. Exhibitors may not place "stick-ons" on attendees' badges. Sideshow tactics or other undignified methods considered by NCHEA to be objectionable are expressly prohibited in the Exhibit Hall. Demonstrations using live models are prohibited.

14. Promotions, Contests, Sweepstakes, Random Drawings

In the event that exhibitor advertises, markets, promotes and/or administers any type of promotion including but not limited to giveaways, sweepstakes, drawings, contests in connection with the event (collectively "Promotion"), exhibitor agrees that it shall use, publish and make available to entrants the official rules for the Promotion which shall include at a minimum the Mandatory Disclosures set forth in the Official Exhibitor Kit, without change. Exhibitor is solely responsible for (1) compliance with all applicable laws in the advertising, marketing, promotion and/or administration of the Promotion; and (2) all costs, damages, liabilities, losses or injuries occasioned by the same. In the event exhibitor does not comply with these provisions relation to Promotions NCHEA may terminate the Promotion on notice to exhibitor.

NCHEA and its subsidiaries and affiliated companies and agencies and each of their respective officers, directors, employees, representatives and agents (collectively, the "Related Parties") SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT INCLUDING WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING OUT OF ANY PROMOTION, THE AWARDED, DELIVERY, OR USE OF ANY PRIZE OR ANY ACTIONS OR OMISSIONS OF EXHIBITOR OR ANY THIRD-PARTY IN

CONNECTION WITH ANY PROMOTION. Exhibitor shall defend, indemnify, and hold the Related Parties harmless against any and all costs or liability for any injuries, losses or damages of any kind, resulting in whole or in part, directly or indirectly, from acceptance, misuse or use of the prize or participation in or exclusion from any Promotion or in any Promotion-related activity, or any actions or omissions of exhibitor in connection with the Promotion.

Exhibitor may not use NCHEA trademark, trade name, logo, slogan, or other designation in the advertising of any Promotion which exhibitor provides without express written permission of NCHEA.

15. Use of Space - General

- a) No exhibitor will be permitted to display or distribute literature or any promotion outside the confines of the assigned booth space in the Exhibit Hall unless written permission is given by NCHEA. Distribution or display of promotional material in public areas or education session rooms are strictly prohibited.
- b) Exhibitors are prohibited from possessing, displaying, or depicting any products or components or company names in their booth which could be interpreted as being a promotion of another company.
- c) No exhibit will be permitted which interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- d) Helium balloons, lighter-than-air objects, gummed stickers or labels will not be permitted as handouts/souvenirs. Distribution by exhibitors, or their agents, of any printed materials, souvenirs or other articles shall be restricted to the exhibitor's booth space.
- e) Any special promotions, music or stunts planned for the Exhibit Hall, must be cleared with NCHEA. NCHEA reserves the right to designate specific days and hours during which special promotions and stunts may be conducted if they are permitted at all.
- f) **NCHEA reserves the right to control all suites and meeting rooms, and in those hotels participating in the NCHEA housing block. These controls have already been set up with the proper person in each property. No entertainment, meetings, or similar activities for NCHEA attendees can be scheduled during official show or program hours, including social events, without direct approval from NCHEA.**
- g) No animals are permitted, other than documented (documentation to be presented at time of arrival) service animals.
- h) Exhibitors must abide by all of the facility rules and regulations of the BENTON CONVENTION CENTER.
- i) The NCHEA logo and NCHEA conference logo may not be used without the express written permission of NCHEA. NCHEA will distribute an official NCHEA exhibitor logo to all exhibitors for their use prior to the exhibition. Exhibitors agree to abide by the guidelines included with the

Contract Conditions/Rules & Regulations

71st Annual Conference & Exhibition | July 31 – August 4, 2023 | Benton Convention Center, Winston Salem, NC

NCHEA exhibitor logo.

- j) All exhibitors shall be responsible for compliance with the Americans with Disabilities Act. The exhibitor shall hold NCHEA or its directors, officers, employees, agents or subcontractors harmless from any consequences of exhibiting company's failure in this regard. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact: nchea.vendorchair@gmail.com
- k) All booth personnel must be properly and modestly clothed. Exhibitors must see that any models hired for their firm be appropriately dressed in business or business casual attire and act within the boundaries of good taste.
- l) Any exhibitor wishing to provide food or non-alcoholic beverages in their booth during exhibit hours must receive permission from NCHEA. Serving alcoholic beverages in exhibit booths is strictly prohibited. For information on how to submit item(s) for approval, email nchea.vendorchair@gmail.com. Please note that outside food and beverages are prohibited, and any items provided should be ordered through the BENTON CONVENTION CENTER catering department.
- m) NCHEA must approve all public relations, press and media-related activities of an exhibitor that will take place on the exhibit floor. All press must have a badge to enter the exhibit hall.

16. Use of Space - Audio/Video, Lights, Music, etc.

- a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring exhibit booths or guests.
- b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring exhibit booths or guests.
- c) No strobe light effects are permitted.
- d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- e) Loud speakers or operation of equipment which is of excessive sound volume to be annoying to neighboring exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- f) Exhibitors are prohibited from taking videos or photographs of any booths on the show floor, other than their own.
- g) No exhibitor shall cause any copyrighted music to be played or performed. Exhibitors are responsible for individual ASCAP/BMI music licensing fees if applicable.

17. Exhibitor-Sponsored Hospitality/Entertainment Functions

Exhibitors are to conduct social and hospitality functions in a manner that is consistent with the professional and educational nature of NCHEA.

Exhibitors sponsoring any type of function are required to adhere to the following guidelines:

All planned focus group, social or hospitality functions as well as company functions/meetings must be cleared through NCHEA's Manager of Meetings prior to booking meeting space and must not conflict with the official Annual program.

Non-exhibiting companies are prohibited from hosting hospitality functions, market research or focus groups. Honoraria and other inducements to attract attendance to focus groups, hospitality functions and non-NCHEA educational meetings are not sanctioned by NCHEA and should be avoided. Host companies must make it clear that their event is not an official NCHEA function. Host companies agree to assume all liability arising out of or in connection with such functions and agree to indemnify NCHEA against any and all liability, claims and demands arising or in connection with such functions.

18. Amendments/Interpretation

NCHEA reserves the right to amend and enforce these Contract Conditions/Rules & Regulations. Notice of any amendments shall be given to each exhibitor. Each exhibitor, for itself, its agents and employees agree to abide by all Contract Conditions/Rules & Regulations set forth therein, or by any subsequent amendments. NCHEA reserves the sole right to interpret these Contract Conditions/Rules & Regulations.

19. Enforcement/ Miscellaneous

The Rules & Regulations set forth herein will be enforced by NCHEA.

- a) Any exhibitor not abiding by any of the NCHEA Contract Conditions/Rules & Regulations, including violation of booth construction/height rules, early dismantling of exhibits, may, at the discretion of NCHEA, may entirely lose the privilege of exhibiting in future NCHEA shows.
- b) This contract will be binding on the exhibitor's successors.