

These Annual Conference Exhibitor Rules & Regulations (the “rules”) are a bona fide part of the contract for exhibit space entered into between the National Society of Genetic Counselors (“NSGC” or “show management”) and the exhibitors of NSGC’s 43rd Annual Conference to be held at the Ernest N. Morial Convention Center (“Facility”) on September 17-21, 2024 (“NSGC 2024” or the “Event”). Each exhibitor, on behalf of itself and its employees, officers, directors, agents and contractors, agrees to abide by these rules and by any amendments or additions hereto made by show management. Defined terms shall have the meaning set forth in the application, unless otherwise defined in these rules. All references to “exhibitor(s)” refer to those companies that submitted an application to NSGC to exhibit at the Event.

1. ELIGIBILITY CRITERIA FOR EXHIBITORS (Including Products Eligible for Exhibit Space)

Exhibition at the Event is only open to eligible companies whose products and services are directly related to the practice and advancement of genetic counseling and the professional education of those individuals attending NSGC’s Annual Conference.

Exhibitor’s eligibility to exhibit at the Event must remain in effect from the time of submission of the application for exhibit booth space to the conclusion of the Event. Should NSGC determine that an exhibitor is no longer eligible to exhibit at the Event (though previously deemed eligible), NSGC may notify the exhibitor and may terminate the contract without liability upon written notice to Exhibitor.

Submission of, or confirmation of receipt of, an application for exhibit booth space is not an assurance of eligibility. NSGC reserves the right to reject an application for exhibit booth space, refuse rental of exhibit booth space, cancel exhibit booth space after an application is approved, terminate the contract, or curtail or close exhibits or parts of exhibits at any time prior to or during the Event. This extends, without limitation, to companies, persons, things, printed matter, merchandise, products, and conduct determined by NSGC, in its sole discretion, to be lacking in good taste, unsuitable or contrary to the character, objectives, or best interests of the Event, NSGC, or Event attendees. The enforcement of this right is at the sole and absolute discretion of NSGC. NSGC will not make any refunds or otherwise be responsible for expenses associated with such restriction or eviction.

NSGC reserves the right to revoke exhibitor privileges based on intellectual property violations, unfair trade practices or other activities deemed illegal, unethical, or contrary to the best interests of NSGC.

2. EXHIBIT BOOTH RENTAL FEES AND CARPETING & UTILITIES

The NSGC 2024 exhibit booth rental fees are as follows:

- Non-Profit: \$19/sq ft or \$1,900.00 per 10’ x 10’ booth
- For-Profit: \$41/sq ft or \$4,100.00 per 10’ x 10’ booth
- Corner Fee: \$500 per corner

The amount of the rental cost associated with the booth selected by exhibitor is referred to as the “Exhibit Booth Fee.”

Exhibitor will be provided two (2) complimentary Exhibit Hall Only badges per 10x10 sq. ft. of exhibit space purchased. See Section 16 for additional information.

Exhibitor will be bound by the Booth Construction Rules found in the Exhibitor Resources Center.

Each exhibit booth will be supplied the following furnishings unless exhibitor notifies NSGC that these furnishings are not necessary via email to exhibit@nsgc.org.

The Exhibit Booth Fee includes a Standard Package with these benefits:

- One (1) 7" x 44" Company Identification Sign
- One (1) Standard 6' Dressed* Table
- Two (2) Chairs
- One (1) Wastebasket
- 8' High Backwall Drapery (not included in island booths)
- 3' High Sidewalls Drapery (not included in island booths)
- Mobile App Company Listing

**Table skirt color to be determined by NSGC*

Booth carpeting and utilities are NOT included in the booth rental. Booth carpeting or other professional flooring is **required**. Exhibitors who do not have carpeting in their booth by 5:00 p.m., Tuesday, September 18, 2024, will have carpet installed by the General Service Contractor and billed to Exhibitor.

3. ASSIGNMENT OF SPACE

For all contracts received on or before Thursday, March 14, 2024, space is assigned Thursday, March 21, 2024, via online space selection based on priority points.

NSGC established a priority point system to equitably assign space to exhibitors. Points are accrued based on several categories as determined by NSGC, including, length of exhibit with NSGC (2008-2023), 43rd Annual Conference Sponsorship level commitment, 2024 Exhibit Space Application received date, size of space contracted for 2024, and 2024 Premier Sponsorship commitment. The details around this program will be released by NSGC and are incorporated in the contract by reference and made a part thereof. In the event of conversion to a fully virtual event, NSGC will provide an updated policy of space assignment and reserves the right to revise priority point evaluation and assignment in its sole and absolute discretion.

For all contracts received on or after Friday, March 15, 2024, space will be assigned on a first-come, first-served basis starting the week after the online space selection is complete.

If an exhibitor is acquired by another exhibitor after their initial space selection, the acquired exhibitor can move to the acquiring exhibitor's booth without any financial liability. Alternatively, the acquired exhibitor may retain its contracted space to exhibit its own products and also may display the company name of the acquiring exhibitor but not the acquiring exhibitor's products.

Exhibitor should frequently review its space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. NSGC anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating exhibitor's selection of space. NSGC will maintain a waitlist for any exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, exhibitor shall submit a written request, including the requested size of space to exhibit@nsgc.org. Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by NSGC.

NSGC reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any exhibitor as it deems necessary at any time.

4. PAYMENTS

Exhibitor must remit a 100% percent of their total fees within 30 days of receipt of their invoice from NSGC. Full payment must be received on or before August 1, 2024, regardless of Applications and contract submission date. NSGC reserves the right to reassign an exhibit booth space if the exhibitor fails to remit 100% payment by the deadline date. Notwithstanding the foregoing, a contract submitted on or after August 1, 2024 must be accompanied by full payment of the Exhibit Booth Fee.

A contract will not be processed, nor space assigned, without the required Exhibit Booth Fee payments. Credit card payments can be made online using American Express, MasterCard or Visa. Checks must be payable to NSGC and can be remitted to the following address via the U.S. Postal Service:

NSGC Exhibits
8351 Solution Center
Chicago, IL 60677-8000

For ACH/wire payments, please email exhibit@nsgc.org for remittance instructions.

NSGC reserves the right to hold or revoke Event badges for any exhibitor with an unpaid balance and to instruct all official show contractors to deny exhibitor entry to the Event, and setup of exhibit booth space. Failure to appear at the Event does not release exhibitor from responsibility for payment of the full cost of the contracted booth space.

In the event of cancellation by an exhibitor, the exhibit space and associated benefits revert back to show management for use at its sole discretion.

5. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Cancellation of full or partial exhibit space must be directed via email to exhibit@nsgc.org, provided that the cancelling exhibitor obtains confirmation of NSGC's receipt of the email on or before the cancellation deadline.

For cancellations received between the initial space selection and May 1, 2024, exhibitor is responsible for, and NSGC shall be entitled to retain, 50% percent of the total contracted Exhibit Booth Fee as a cancellation fee.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space on or after May 1, 2024. Should an exhibitor cancel even partial space on or after May 1, 2024, the exhibitor is responsible for the full Exhibit Booth Fee for the originally contracted exhibit space.

Notwithstanding the foregoing, exhibitor will have no right to cancel all or any portion of assigned exhibit space or the contract subsequent to NSGC's cancellation of the Event pursuant to Section 6.

6. CANCELLATION OR CHANGES TO THE EVENT BY NSGC

If for any reason beyond NSGC's control NSGC determines that the Event must be cancelled, shortened, delayed, rescheduled, or otherwise altered or changed, exhibitor understands and agrees that NSGC shall not refund any amounts exhibitor paid towards the Exhibit Booth Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of NSGC or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to NSGC for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

7. SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitor is prohibited from assigning, subletting or sharing a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products, services, or advertising materials which are not a part of its own regular products or services, or which are not compatible with the purpose and/or character of the Event, as determined by NSGC in its sole discretion. Violation of this rule may result in immediate eviction and removal from the Event without refund.

8. PROMOTIONAL ACTIVITIES

Further, exhibitor shall not engage in any promotional activities which NSGC determines to be outside the purpose and/or character of the Event as determined by NSGC in its sole discretion.

9. RETAIL SALES

No retail sales, where payment is received and product delivered, are permitted in the exhibit hall of the Event ("Exhibit Hall") at any time. Payment and/or orders may only be taken for future delivery. Violation of this rule may result in immediate eviction and removal from the Event without refund.

10. INTELLECTUAL PROPERTY MATTERS

Exhibitor represents and warrants to NSGC that no materials used in or in connection with its 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. Exhibitor agrees to immediately notify NSGC 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. Exhibitor agrees to indemnify, defend and hold NSGC and its officers, directors, employees, members, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys’ fees) arising out of or related to claims of infringement by exhibitor, its employees, agents, or contractors of the trademarks, copyrights, or other intellectual property rights of any third party.

Notwithstanding the foregoing, NSGC, its officers, directors, employees, agents, and each of them, 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 exhibitors. The terms of this provision shall survive the termination or expiration of this contract.

11. USE OF NSGC NAME

NSGC’s name, logo and acronym, and all Event related names and logos (collectively, the “NSGC Marks”) are NSGC’s intellectual property and registered trademarks. Participation by exhibitor in the Event does not entitle exhibitor to use the NSGC Marks, except that exhibitor may reference the Event and use the Event logo with reference to exhibitor’s participation as an exhibitor at the Event. Participation in the Event by exhibitor does not imply endorsement or approval by NSGC of such exhibitor or its products or services, and none shall be claimed by exhibitor.

12. SET-UP TIME

Set-up of exhibits begins in the Facility at 8:00 a.m., Tuesday, September 17, 2024. If an exhibit is not set-up by 11:00 a.m., Wednesday, September 18, 2024, NSGC reserves the right to cancel such space, to re-assign such space to another exhibitor, or to make such other use of the space as deemed necessary or appropriate. NSGC reserves the right to set-up the exhibit or remove the freight from the booth at the exhibitor’s expense. NSGC reserves the right to modify move-in/Show Hours/move-out, in which case all exhibitors will be notified prior to the effective date of such changes. No refund will be made to the original contracting exhibitor with respect to NSGC’s election of any rights under this Section 12.

13. EVENT HOURS

Tuesday, September 17	11:00 a.m. - 6:30 p.m.
Wednesday, September 18	7:00 a.m. - 6:00 p.m.
Thursday, September 19	7:00 a.m. - 5:00 p.m.
Friday, September 20	7:30 a.m. - 5:00 p.m.
Saturday, September 21	7:30 a.m. - 12:30 p.m.

Please note that this schedule is listed in Central Time and is subject to change.

14. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall on Friday, September 20, 2024, 2:00 p.m. No part of an exhibit may be removed during the Show Hours without special permission from NSGC. Should exhibitor begin dismantling its booth before the close of the Exhibit Hall, exhibitor may lose part or all of its priority points and may entirely lose the privilege of exhibiting at future NSGC events.

All freight must be removed from Facility by 12:00 p.m., Saturday, September 21, 2024. If exhibits are not removed by this time, NSGC reserves the right to remove exhibits and charge the expense to exhibitor and NSGC shall have no liability for any loss or damage to exhibitor’s exhibit property caused by such removal.

15. BADGES

Exhibitor will be provided two (2) complimentary Exhibit Hall Only badges per (100) sq. ft. of exhibit space purchased, which include access to the Exhibit Hall open hours and receptions hosted in Exhibit Hall. Exhibitor badges are for exhibitor’s full and part-time employees or contractors and must be worn at all times. Exhibit Hall Only badges and Exhibitor Full Conference badges allow access to the Exhibit Hall during the following move-in, Show Hours and move-out:

Exhibitor Move-In:	Tuesday, September 17	8:00 a.m. – 5:00 p.m.
	Wednesday, September 18	8:00 a.m. – 11:00 a.m.
Show Hours:	Wednesday, September 18	12:15 p.m. – 7:00 p.m.
	Thursday, September 19	10:30 a.m. – 6:30 p.m.
	Friday, September 20	10:00 a.m. – 2:00 p.m.
Exhibitor Move-Out:	Friday, September 20	2:00 p.m. – 6:00 p.m.
	Saturday, September 21	8:00 a.m. – 12:00 p.m.

Please note that this schedule is listed in Central Time and is subject to change.

Shepard Move-in:	Monday, October 16	8:00 a.m. – 5:00 p.m.
	Tuesday, October 17	8:00 a.m. – 5:00 p.m.
Exhibitor Move-In:	Tuesday, October 17	8:00 a.m. – 5:00 p.m.
	Wednesday, October 18	8:00 a.m. – 11:00 a.m.
Show Hours:	Wednesday, October 18	12:15 p.m. – 7:00 p.m.
	Thursday, October 19	10:30 a.m. – 6:30 p.m.
	Friday, October 20	10:00 a.m. – 2:00 p.m.
Exhibitor Move-Out:	Friday, October 20	2:00 p.m. – 6:00 p.m.
	Saturday, October 21	8:00 a.m. – 12:00 p.m.
GES Move – Out:	Saturday, October 21	Clear facility by 8:00 p.m.

Event attendees do not have access to the Exhibit Hall until 12:15 p.m. on Wednesday, September 18, 2024. Should exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time, exhibitor may, at the sole discretion of NSGC, lose part or all of its company’s priority points, and may entirely lose the privilege of exhibiting in future NSGC events. NSGC reserves the right to give an Exhibit Hall Only Pass to any exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

16. MINIMUM AGE FOR ADMISSION

Children under the age of 16 are not permitted in the Exhibit Hall at any time. Any attendees, sponsors, or exhibitors arriving with children under the age of 16 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

17. EXHIBITOR LIABILITY

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither NSGC, its directors, officers, employees, agents, subcontractors, nor Smithbucklin, (collectively “Show Management”) are responsible for exhibitor’s property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

18. INDEMNIFICATION

Exhibitor shall indemnify and defend (with counsel acceptable to NSGC) NSGC and officers, directors, employees and agents from any and all actions, controversies, demands, suits, proceedings, claims or causes of action of any kind whatsoever, whether by formal or informal proceeding, and against any and all liabilities, losses, claims, costs, interest, penalties, demands, expenses and damages whatsoever (including reasonable attorneys' fees and costs of suit, whether incurred before, during or in connection with the appeal of any trial, bankruptcy proceeding, arbitration or alternative dispute resolution program) related to or arising, directly or indirectly, from: (i) any breach by exhibitor of any obligation, representation or warranty in the contract or in these rules; (ii) any business operations of or under the control of exhibitor or any of its employees, contractors, and/or agents in connection with the Event, or occupancy and use of exhibit space; (iii) any acts, omissions, negligence, or willful misconduct of exhibitor or any of its employees, contractors, guests, invitees and/or agents, including acts or omissions resulting in damage to the Facility premises, the booth space or to equipment used in connection the foregoing; and (iv) any claim by exhibitor's employees, contractors and/or agents arising from or related to any agreement between exhibitor/contractor and such employees, contractors, and/or agents. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE CONTRACT

19. INSURANCE

Exhibitor is required to maintain and to provide a certificate of insurance to Show Management on or before August 1, 2024 evidencing the following:

- (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- (c) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$2,000,000
- (f) Personal property and equipment on a special form replacement cost basis

NSGC, Smithbucklin Corporation, and the Ernest N. Morial Convention Center, are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII. Exhibitor will not be permitted to set up its booth prior to submitting the proper certificates. Certificates should be sent to:

National Society of Genetic Counselors
Attn: Event Services
330 North Wabash Avenue
Suite 2000
Chicago, IL 60611

20. USE OF SPACE — GENERAL

- (a) Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. NSGC also reserves the right to remove, at exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at the Event.
- (b) Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- (c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- (d) Distribution by exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.

- (e) Any special promotions, music or stunts planned by exhibitor at any time during the Event must be approved in advance by NSGC. Details must be submitted to Show Management via email to exhibit@nsgc.org at least 10 business days prior to the start of the Event. NSGC 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) NSGC may, in its discretion, permit legal drawings, games of chance and raffles in the Exhibit Hall, subject to its prior written approval. Exhibitor must abide by all applicable federal, state, and local, laws, statutes, rules, and regulations in conducting such drawings, games of chance and raffles including, without limitation, the laws of the City of New Orleans, Orleans Parish, and State of Louisiana. Exhibitor hereby agrees to indemnify and hold NSGC harmless from and against all liability arising in connection with its conduct of any drawings, games of chance and raffles.
- (g) No animals are permitted in the Facility other than service animals.
- (h) Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to exhibitor in May 2024. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual, exhibitor may email exhibit@nsgc.org.
- (i) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act within its booth and assigned space as well as with respect to its audio/visual and other materials. Exhibitor is responsible for ensuring that its booth(s) and audio/visual and other materials are accessible to individuals with disabilities. Exhibitor hereby indemnifies and holds NSGC and the facility, harmless from and against all cost, expense, liability, or damage which may be incident to, arise out of, or be caused by exhibitor's failure to comply with the ADA. The terms of this provision shall survive the termination or expiration of this contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV
950 Pennsylvania Avenue, NW Washington, D.C. 20530
USA phone: +1.800.514.0301 (voice); +1.800.514.0383 (TTY)
Website: www.ada.gov

- (j) Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Show Hours. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the exhibitor.
- (k) Hilton New Orleans Riverside is the only official housing vendor for the Event and other companies may not provide the prices, service and reliability available from Hilton New Orleans Riverside. If you are contacted by ANY company except Hilton New Orleans Riverside about hotel reservations for NSGC 2024, please inform Show Management at exhibit@nsgc.org. To contact Hilton New Orleans Riverside directly, please call (504) 561-0500. NSGC shall not be responsible for any damages or costs related to exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.
- (l) Exhibitor is permitted to serve food and non-alcoholic beverages in its booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender, but all beverages and food must be ordered through the Facility's caterer.
- (m) Exhibitor is permitted to provide alcoholic beverages in its booth during the Exhibit Hall Receptions on Tuesday, September 17, 2024 and September 18, 2024. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and must be ordered through the Facility's caterer.

- (n) All booth personnel must be professionally, properly and modestly clothed.
- (o) Sodexo LIVE!, the official in-house caterer of the Facility is the exclusive provider of food and/or beverage items at the Facility. If requested, Sodexo LIVE! will allow exhibitor to bring its own food and/or beverage into the Facility for the sole purpose of equipment demonstration, provided the exhibitor has signed and submitted the Sodexo LIVE! sampling and waiver of liability form, which can be found in the Exhibitor Services Manual or by emailing exhibit@nsgc.org. If Sodexo LIVE! is required to handle, store, refrigerate, transport, deliver, prepare, or service any of the demonstration food and beverage product brought in by the exhibitor, charges will apply. Only food and/or beverages used for Exhibitor's equipment demonstration will be permitted.
- (p) All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual.
- (q) Exhibitor is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an exhibitor, i.e. drones, are strictly prohibited. Exhibitor acknowledges and agrees that NSGC, its employees and contractors may take photographs/videos, which could include images of exhibitor, its name and logo, its representatives and its exhibits while attending the Event. Exhibitor hereby consents to and grants to the NSGC 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. Exhibitor acknowledges that NSGC 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 exhibitor and its representatives may have relating to or arising from the images or their use.
- (r) Music in the booth or at any of exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees and requirements. It is the sole responsibility of the exhibitor to pay applicable fees to appropriate licensing organizations.
- (s) Hanging signs are permitted in all peninsulas, modified peninsulas, split islands and island booths to a maximum height of (20') (6.096 m) to the top of the sign. Hanging signs are NOT permitted in inline or perimeter booths.
- (t) All exhibit fixtures and booth structures are permitted to a maximum height of (20') (6.096 m) in all peninsulas, modified peninsulas, split islands and island booths.
- (u) All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in all perimeter booths. All exhibit fixtures and booth structures are permitted to a maximum height of (20') (6.096 m) in all peninsulas, modified peninsulas, split islands and island booths. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Services Manual. To obtain a copy prior to publication in the Exhibitor Services Manual, exhibitor may email exhibit@nsgc.org.
- (v) If exhibitor occupies an island, split island, peninsula or modified peninsula space, exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by August 1, 2024. If exhibitor received a written booth violation notice at the Event in 2023, exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by August 1, 2024. Floor plans should be submitted via email to exhibit@nsgc.org.
- (w) Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.
- (x) Show Management reserves the right to restrict the operation of, or evict completely, any exhibit, which in its sole opinion, detracts from the general character of the Event as a whole. This includes, but is not limited to, an exhibit, which because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the Event as a whole. All demonstrations or other promotional activities must be confined to the limits of the contracted booth space. Sufficient space must be provided within the booth space for the comfort and safety of attendees watching demonstrations and other

promotional activities. Each exhibitor is responsible for keeping the aisles near its booth space free of congestion caused by demonstrations or other promotions.

- (y) Each exhibitor is charged with knowledge of all applicable state, county, and city laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in the Event (collectively, “applicable laws”) and represents and warrants that it (including its employees, contractors and agents) will abide by all such applicable laws. No part of the Exhibit Hall or convention center 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.

21. USE OF SPACE — LIGHTS/ AUDIO / VEHICLES ETC.

- (a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring exhibitors 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 exhibitors or guests.
- (c) No strobe light effects are permitted.
- (d) Lasers must be self-contained inside booth and shall not scan the audience. Lasers used for any other purpose require the prior written approval of the fire department.
- (e) 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.
- (f) 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. Show Management shall be the sole judge of what constitutes appropriate sound levels.
- (g) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approval by August 1, 2024.
- (h) Vehicles may not be displayed without prior written approval from NSGC and the Public Safety Department of the Facility.

22. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors, sponsors or attendees from any program or other component of the Event during Show Hours or any function sponsored in connect with the Event without prior notice to and approval by NSGC.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by NSGC.

23. HOTEL ROOMS, SUITES & MEETING ROOMS

NSGC reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the NSGC housing block. These controls have already been set up with each property. The Meeting/Function Space Application is included In the Exhibitor Console to submit requests for function space, including meeting and hospitality rooms. You also may submit your application for meeting space online in the "For Exhibitors" section of the NSGC website. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Show Hours (included on the NSGC website: [NSGC Annual Conference](#)). No product displays or demonstrations are permitted in meeting rooms. Activities that

conflict with the nature of the Event are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to exhibitors and organizations allied with NSGC.

24. ATTENDEE LISTS

Event attendee lists are the proprietary copyright protected property of NSGC. NSGC may, in its discretion, grant exhibitors, sponsors and other official partners a limited, revocable, non-transferable license to use the Event attendee lists for distribution of their marketing and promotional materials in the manner prescribed by NSGC. No other individual or organizations is authorized to use the Event attendee lists. Attendee lists may only be used for mailings of promotional material relating to an exhibitor's booth at the Event and all such materials must be approved, in advance, by NSGC in writing. The Event attendee lists may not be sold, published, licensed, be reproduced, transferred or used in any other manner except as specifically set forth above. In using such Event attendee lists for mailings, Exhibitor must ensure compliance with all applicable federal, state, local and other laws, statutes and regulations including, but not limited to, the laws of the countries/states in which individuals included on such lists reside, the European Union's General Data Protection Regulations ("GDPR"), the California Consumer Privacy Act ("CCPA"), and the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM Act"). Exhibitor shall indemnify, hold NSGC, its directors, officers, agents, and employees harmless from and against any and all liabilities, losses, claims, costs, interest, penalties, demands, expenses and damages whatsoever (including reasonable attorneys' fees and costs) related to or arising, directly or indirectly, from exhibitor's use of the Event attendee lists. The terms of this provision shall survive the termination or expiration of this contract.

25. FIRE REGULATIONS

- (a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the New Orleans Fire Prevention Division.
- (b) If exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, exhibitor must also receive written approval of plans from the Facility, the New Orleans Fire Prevention Division and from NSGC. A heat producing device form to request approval from the New Orleans Fire Prevention Division is included in the Exhibitor Services Manual.
- (c) A complete list of all fire regulations is included in the Exhibitor Services Manual. The New Orleans Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

26. LABOR RELATIONS

- (a) Full-time employees of exhibitor may set up exhibitor's own exhibits without assistance from the local union. Any labor services that may be required beyond what exhibitor's regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through Shepard Exposition Services. Proof of full-time employment status may be requested by the Union Steward of any personnel working in exhibitor's booth.
- (b) If exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, exhibitor must register their EAC no later than August 19, 2024. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with NSGC in order for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to wear both a Facility Access Credential and individual Event credential at all times.
- (c) Exhibitor may hand carry its own materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. Shepard Exposition Services controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor. A dock is provided for use by privately operated vehicles.

27. EXHIBITOR SERVICES MANUAL

In April 2024, Shepard Exposition Services will distribute an Exhibitor Services Manual to exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show Hours and dismantle.

28. WARRANTIES

NSGC makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, NSGC, or their respective employees, agents or contractors.

29. AMENDMENTS/ INTERPRETATION

Any and all matters not specifically covered by the contract or these rules shall be subject solely to the decision of NSGC. NSGC has the sole power to interpret, amend at any time, and enforce these rules, provided any amendments, when made, are brought to the notice of the exhibitors. Each exhibitor, for themselves and their employees, contractors and agents, agrees to abide by these rules and by any amendments or additions thereto made in conformance with the preceding sentence. NSGC's decision and interpretation of these rules shall be accepted as final in all cases and will be binding upon exhibitors/. Exhibitors failing to abide by these rules may be subject to disciplinary action up to and including ejection from the Event and denial of future participation in future NSGC events.

30. ENFORCEMENT/ MISCELLANEOUS

This contract is governed by Illinois law and the exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this contract or NSGC. The parties explicitly acknowledge and agree that the provisions of this contract are both reasonable and enforceable. However, the provisions of this contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law. The contract is binding on the exhibitor's successors and assigns.

31. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, NSGC 2024, NSGC, OR THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES OR AFFILIATES (COLLECTIVELY "NSGC 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 ATTORNEY'S FEES AND COSTS, ARISING OUT OF THESE RULES, THE APPLICATION OR CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THESE RULES, THE APPLICATION OR CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE NSGC PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT NSGC PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE NSGC PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY NSGC PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THE CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.

32. PERSONAL INFORMATION CONSENT

EXHIBITOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ITS COMPANY CONTACTS MAY BE USED BY NSGC: (A) TO FULFILL THE PURPOSE AND OBLIGATIONS OF THE CONTRACT; (B) TO COMMUNICATE OTHER INFORMATION ABOUT NSGC; (C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF NSGC IN THE FUTURE; AND (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN NSGC'S PRIVACY POLICY.