NPTC 2021 EXHIBITION Rules, Regulations, Terms and Conditions

NPTC 2021 Annual Education Management Conference & Exhibition – Duke Energy Convention Center (DECC), Cincinnati, Ohio – June 13-14, 2021



⇒ Read Rules & Sign (next page)

1. Exhibition Dates and Hours

Saturday, June 12, 2021

8:00 AM - 5:00 PM

Sunday, June 13, 2021 8:00 AM - 1:30 PM

2:30 PM - 5:30 PM

Monday, June 14, 2021

1:00 PM - 2:15 PM 2:30 PM - 5:30 PM 5:30 PM - 10:00 PM

Tuesday, June 15, 2021

8:00 AM - 10:00 AM

Exhibitor Setup

Exhibitor Setup

Exhibit Hall Grand Opening & Reception

2022 Booth Draft/Selection Meeting Exhibit Hall Open & "Extravaganza" Reception

Exhibitor Teardown

Exhibitor Teardown

- 2. Exhibit Setup Exhibitors can begin setting up on Saturday, June 12 at 8:00 AM and may work until 5:00 PM and continue on Sunday, June 13 from 8:00 AM to 1:30 PM. All exhibits must be setup by 1:30 PM on Sunday, June 13 for inspection and grand opening at 2:30 PM.
- 3. Exhibit Teardown All exhibits must remain intact until closing on Monday, June 14, at 5:30 PM. All exhibitor materials must be removed from the exhibit hall by 10:00 AM on Tuesday, June 15. NPTC & DECC will be held harmless for removal/disposal of exhibitor material remaining in the hall after the stated time.
- 4. Space Assignment Exhibit booth space will NOT be confirmed without payment. NPTC cannot guarantee but will make every effort to honor your request in assigning space. NPTC reserves the right to make final determinations of all space assignments. See section 20 below for booth fees and payment terms.

5. Booth Construction

A. In-Line Booths:

- Overhead hanging signs not permitted.
- Solid exhibit construction not permitted to exceed 3-feet in height in the front 5-feet of the booth; and, overall height of booth may not exceed 8-feet.
- Live/video demonstrations may not block sight lines of other exhibitors.

B. Island Booths:

- Island exhibit fixtures are permitted to a maximum height of 16-feet.
- Overhead hanging signs are permitted; signs to be hung by Freeman.
- Side-walls or towers may not obstruct the view of in-line booths behind and beside the island.
- Equipment and/or structure must be located so as not to place the viewer or exhibit personnel in the aisle.
- Exhibitor booths with enclosed ceilings are not permitted.

6. Display Construction & Guidelines

- Exhibitors shall not cause nails, tacks, fasteners or any items to be driven into any portion of DECC, nor cause any changes, alterations, damages, repairs, painting or staining of any part of the premises, its furnishings or equipment.
- There is NO STORAGE space available in the electric raceway between/behind booths - this area is for electrical purposes only.
- Tape or other adhesives may not be applied to walls or other surfaces.
- Easels, signs, furnishings, equipment, etc., shall not be put into the aisle.
- Decorations, drapes, signs, acoustical materials, etc., shall be fireproof.
- Do not throw boxes or trash generated during show hours into the aisles.
- All products or balloons that could rise to the ceiling due to their physical properties and any signs or display materials capable of obstructing the sprinkler system are not permitted.
- Open flames or flammable liquids are not permitted.
- Outside food and beverage is <u>not</u> permitted inside the facility; contact the in-house food and beverage provider, Spectra Food/Ovations, (513)419-7251.
- When loading and unloading items, exhibitors may enter and exit through the main front DECC entrance. Exhibitor's personal vehicles may also access the loading dock; refer to the Exhibitor Service Manual for details.
- Unless otherwise specified or required herein, NPTC abides by and requires that all exhibitors abide by the $\underline{\text{exhibit guidelines}}$ of the International Association of Exhibition and Events. For further booth construction questions, contact Freeman Exhibitor Support at (888)508-5054.
- 7. Decorator Services: Carpet, Shipping, Setup, Electricity, Furniture, etc. All booths MUST be carpeted by exhibitors. Refer to the Freeman Exhibitor Service Manual for PDF order forms and online ordering of carpet rental, shipping, booth setup, furniture rentals, etc. In-booth electricity, utilities and

booth cleaning are offered by DECC. In-booth Internet access and telecommunications services are available from SmartCity, and in-booth equipment/audio visual rentals and services are available from Prestige A/V.

- 8. Booth Cleaning / Carpet Vacuuming The DECC is responsible for all carpet cleaning - booth and aisle.
- 9. Motor Vehicle Display / Fire Department Inspection All motor vehicles on display must be inspected by the City Fire Department before they are permitted on the exhibit hall floor. Your vehicle must arrive at the Hall A Loading Dock of DECC by 12:30 PM on Friday, June 11, for inspection. Vehicle must have: (1) an operating gas gauge; (2) vehicle's gas tank is required to have 1/4 tank of fuel OR less; and, (3) after the vehicle is moved into place on the show floor, the battery is required to be disconnected.

Action: At least 30-days prior to the start of the exhibit, Exhibitors displaying motor vehicles must Download the Motor Vehicle Display Inspector Form and return to DECC Exhibitor Services and NPTC per form instructions.

- 10. Good Neighbor Policy No exhibits will be permitted that interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Display material exposing an unfinished surface to neighboring exhibits is not permitted. Booth personnel and their representatives are required to confine their activities within the booth space. Booth personnel and their representatives should be modestly attired to maintain the professional and business-like climate of the exposition. Sound presentations, slides or videos will be permitted if tuned to a conversational level.
- 11. Performance of Music Exhibitor must obtain all necessary licenses from the copyright-owner or representing agency of the copyright-owner for the performance of any copyrighted music, be it live or recorded (in any format). Licensing guidelines include any copyrighted music, whether it is the essence of the display or is only used as background, on a video or other presentation. Any and all fees incurred are the sole responsibility of the exhibitor. The license must be available upon request for inspection. NPTC will not be held liable for exhibitor's failure to obtain license.
- 12. Exclusion NPTC shall have the right to exclude, or at the exhibitor's expense, remove or require modification of any display or demonstration that it considers to be unsuitable to or not keeping with the character of the exhibition. NPTC shall have the right to demand modifications of the appearance or dress of persons or mannequins used in connection with displays or demonstrations & to exclude or remove at exhibitor's expense the offending persons or mannequins.
- 13. Inspections Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this exposition. A fire marshal is required on-site to have smoke and haze or cooking demonstrations in exhibitor booths. All materials and installations must comply with the requirements of all inspection authorities having jurisdiction. All booth material must be non-flammable and electrical devices must conform to the fire codes. NPTC reserves the right to reject any exhibit deemed to be inconsistent with the goals of this show.

Additionally, exhibitors shall be solely responsible for assuring that their exhibit space is in full compliance with the Americans with Disability Act and with the regulations implementing that Act.

- 14. Subletting Space Not Permitted Exhibitor shall not assign or sublet any space allotted to him/her and not advertise goods other than those manufactured or sold by him/her in the regular course of business. Canvassing by non-exhibitors, or exhibitors outside of booths, is prohibited.
- **15. Security** NPTC shall provide general security-guard service during the course of the exhibition and shall exercise reasonable care for protection of the exhibitor's material and display. Beyond this, NPTC, City of Cincinnati, DECC or any officer or employee of the above shall not be responsible for the safety, loss or damage of the property or person of the exhibitor, its employees or agents by any cause. Exhibitor shall be responsible for providing all insurance and/or policy riders to cover its exhibit, including its contents and the person and property of its employees and agents.

16. Cancellation, Downsizing and/or Postponement

Exhibitor's failure to occupy booth is not subject to refund. Prior to March 15, 2021, there will be a \$500.00 penalty if exhibitor cancels booth reservation (unless booth is greater than 800-square-feet in which 50% of booth cost is non-refundable). From March 15 to April 29, 2021 (90 to 45 days out), booth cancellation will result in a penalty of 50% of the total cost of the booth. After April 29, 2021 (less than 45 days out), exhibitor is responsible for full payment of the booth cost; no refunds or credits will be issued after April 29, 2021 – no exceptions.

If exhibitor choses to **downsize** by selecting a smaller booth space, the following policy will apply: prior to March 15, 2021, exhibitor will be entitled to a refund of the cost deferential; from March 15 to April 29, 2021 (90 to 45 days out), 50% of the cost deferential will be refunded; after April 29, 2021 (less than 45 days out), exhibitor will not be entitled to a cost deferential refund but will be responsible for payment in full of the larger booth.

In the event that the exhibition is postponed due to any occurrence not caused by the NPTC or exhibitor, whether such occurrence be an Act of God or common enemy, or the result of war, civil commotion, sovereign conduct, or the act or conduct of any person(s) not party or privy to this Agreement, then the performance of the parties under the Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement.

In the event that any such occurrence results in the cancellation of the exhibition by the NPTC, the DECC or the City of Cincinnati, the obligations under this agreement shall be automatically terminated and all exhibition fees paid by the exhibitor shall be refunded less any expenses reasonably incurred by NPTC in connection with exhibitor's exhibit.

17. Liability – The relationship between the National Private Truck Council and exhibitor shall be that of independent contracting parties and the Agreement shall not be construed as creating a relationship of employer/employee, a partnership, joint venture or any form of agency between the NPTC and exhibitor.

Exhibitor assumes responsibility and agrees to indemnify, hold harmless and defend the National Private Truck Council, the DECC and the City of Cincinnati and its employees and agents against any claims or expenses arising out of the exhibitor's use of the exhibition premises. The exhibitor understands that the NPTC does not maintain insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

The exhibitor shall be liable to the NPTC, the DECC and/or the City of Cincinnati for any damage done to the building and/or the furniture and fixtures contained therein that shall occur through the acts or omissions of the exhibitor, its employees, agents or servants.

- 18. Insurance Exhibitor and exhibitor's contractors shall, at their sole cost and expense, procure and maintain through the terms of this contract, comprehensive general liability insurance against claims for bodily injury or death, and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$1,000,000. Such insurance shall name National Private Truck Council, Duke Energy Convention Center/Spectra and City of Cincinnati as an additional insured. Exhibitor shall furnish to NPTC a certificate of insurance (COI) evidencing the above requirements upon reasonable request by NPTC.
- 19. Shipping, Handling and Storage NPTC and the DECC shall not accept or store display materials or empty crates. Exhibitor shall make arrangements for shipment and delivery, receipt and storage of all exhibit materials through Freeman (see Exhibitor Service Manual). The DECC will not accept any shipments prior to the designated move-in date. In the case that exhibitor's material fails to arrive, exhibitor will continue to be responsible for space rental. NPTC will not be held liable in such event.

20. Exhibit Booth Rental Rates, Payment Terms and Deadlines

Below are the exhibit booth rental rates for standard sizes. Other sizes may also be available; contact NPTC for additional options and costs.

10' x 10' Booth	NPTC Member	\$ 2,630.00 USD
	Non-Member	\$ 3,945.00
10' x 20' Booth	NPTC Member	\$ 4,995.00
	Non-Member	\$ 7,490.00
20' x 20' Booth	NPTC Member	\$ 8,995.00
	Non-Member	\$13,490.00
20' x 30' Booth	NPTC Member	\$12,135.00
	Non-Member	\$18,200.00

Payment of booth rental fee constitutes acceptance of the booth contract and agreement to these rules, regulations, terms and conditions. Prior to December 1, 2020, a 50-percent deposit of the booth rental fee is required to be paid in advance to reserve exhibit booth and must be submitted with exhibit contract/application. The remaining 50-percent balance of the booth rental fee will be invoiced on or about January 4, 2021, and due within 30-days. After December 1, 2020, new booth applications must be submitted with FULL payment and in advance to reserve an exhibit booth.

Prior-year exhibitors who reserved a 2021 booth in advance will be invoiced for 50-percent of the 2021 booth rental fee on October 5, 2020, with payment due within 30-days. The remaining 50-percent balance of the booth rental fee will be invoiced on or about January 4, 2021, and due within 30-days.

21. Exhibitor Badges and Registrations

A REGISTRATION NAME-BADGE IS REQUIRED FOR ADMISSION TO THE EXHIBIT HALL -- NO EXCEPTIONS. Exhibitors earn complimentary, full registrations, based on exhibit booth size, as follows:

10' x 10'	one (1) complimentary registration earned
10' x 20'	two (2) complimentary registrations earned
20' x 20'	three (3) complimentary registrations earned
20' x 30' or larger	four (4) complimentary registrations earned

Over and above the complimentary registration(s) exhibitors earn, additional personnel from the exhibitor attending the conference and/or assisting in the exhibit booth, must register at following registration rates:

	NPTC Member	<u>Non-iviember</u>
Register By 04/09/2021	\$625.00/person USD	\$1,035.00/person USD
Register After 04/09/2021	\$725.00/person	\$1,135.00/person
One-Day/Daily Pass:	\$290.00/person/day	\$390.00/person/day

Full registration includes admittance to all functions including the Exhibit Hall, meals, receptions, general sessions & workshops (daily registration includes only those activities being held for the specified day). NPTC does not offer registration, passes or tickets exclusively for admission to the Exhibit Hall.

- **22.** Admissions NPTC will have sole control over admissions to the exhibit of all persons, including exhibitor personnel and registrants. Admittance to the hall by exhibitors is restricted to the scheduled hours in Section 1. All persons visiting the exhibit will be subject to the Rules and Regulations of the exhibition as issued or amended (with or without advance notice) by NPTC.
- **23. General Rules** All employees and contractors of companies exhibiting at the NPTC 2021 Annual Education Management Conference and Exhibition agree to adhere to the following rules as set forth by the NPTC Annual Conference Planning Committee:
- A. No unauthorized literature drops at the Conference hotels, including the Hilton Cincinnati Netherland Plaza, Hyatt Cincinnati and/or any other overflow hotels.
- B. No entertainment of customers (or prospective customers) or meetings or gatherings when an official NPTC event is scheduled, either during the day or evening, from June 12, 2021 through 2:30 PM on June 15, 2021.
- C. No distribution or substitution of any item in the official NPTC sponsored registration package.
- D. <u>Blast or mass promotional emails and/or cold-phone calls to members and/or attendees is strictly PROHIBITED</u> regardless of how information is sourced.
- E. Sunday, June 13, 2021, is the ACT-1 Gala Reception and Dinner, starting 7:00 PM at the Hilton Cincinnati Netherland Plaza. No other activity or meeting can be held that evening no exceptions.

The NPTC Annual Conference Planning Committee requests that all exhibiting companies and their staff obey these rules as well as the spirit of these rules.

24. Entire Agreement – The items outlined above, 1 through 23, and the booth application constitute the entire Agreement between exhibitor and National Private Truck Council. This agreement may not be modified except in writing. In the case that any one or more provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such provision(s) will be deemed omitted and the remaining provisions will continue in full force and effect.

⇒ INPUT REQUIRED

All exhibitors must acknowledge receipt of the Rules, Regulations, Terms and Conditions governing the NPTC 2021 Exhibition at the Duke Energy Convention Center contained herein and agree to adhere to them.

Please click the link below and complete the form to signify that your company agrees to adhere to the NPTC 2021 Rules and Regulations.

NPTC 2021 RULES AND REGULATIONS AGREEMENT