

# Rules & Regulations

**1.** A single booth may be occupied by only one company. Companies displaying jointly must reserve at least as many booths as there are numbers of companies in the joint display.

**2.** An exhibit booth must be occupied by the same company for the duration of the conference.

**3.** All displays, demonstrations, sales activities, etc. must be contained within the reserved booth space and may not impede traffic through the aisles. No solicitation or distribution of materials can take place within the Exhibit Hall aisles or in any other conference areas.

**4.** All booths are 8' deep x 10' wide, unless otherwise noted on the floor plan. Display dimensions may not exceed the 8' height of the backdrop or the 3' height of the side rails. A display may stand 8' in height only if it is flush with the booth's backdrop and extends no more than 4' from the back line of the booth at this height. The height of the booth must then drop down to the 3' height of the side rails. Other displays that do not conform to these specifications, including island and peninsula booths, are accepted and encouraged; however, they must be approved by NCIA in writing a minimum of 90 days prior to the show. Displays violating this policy may be dismantled at the discretion of NCIA due to infringement on the visibility of or interference with adjoining displays.

**5.** Exhibits that include the operation of radios, talking motion picture equipment, public address systems, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstrations will not annoy or disturb adjacent exhibitors. Operators of the noisemaking exhibits must secure approval of operating methods before the exhibit opens. NCIA show management shall have discretion to order removal or dismantling of exhibits not complying with this requirement.

**6.** Any display that exceeds normal display regulations must be approved by the NCIA in writing prior to the exhibit show opening. Permission must also be granted and arrangements made for any oversized display that may require early setup. Exhibitors who need to gain approval and make special setup arrangements must

contact NCIA at (410) 230-3972, at least 30 days in advance of the show. Displays that do not conform to regulations as stated herein and have not been approved by NCIA prior to the exhibit show will not be accepted. Upon approval, exhibitors will be directed to arrange for an early setup time, if applicable.

**7.** Because of insurance restrictions, all weapons displayed must be rendered inoperative.

**8.** Companies will not be able to place any materials in NCIA's Press Area.

**9.** Distribution of circulars or promotional material may be made only within the booth assigned to the exhibitor presenting such material.

**10.** NCIA reserves the right to determine the eligibility of any company and, on the basis of that determination, to decline to accept any exhibit booth contract or to cancel any contract already accepted from a company later determined to be ineligible to exhibit.

**11.** NCIA reserves the right to restrict exhibits that, because of noise, method of operation, materials, or for any other reason, become objectionable. NCIA also reserves the right to prohibit any exhibit that, in the opinion of show management, may detract from the general character of the exhibit show as a whole. Should this occur, NCIA shall not be liable to the exhibitor for refund of booth rental fees or for any other damages whatsoever.

**12.** Any outstanding debts with NCIA must be paid prior to any company, organization, or agency occupying an exhibit booth at any NCIA show.

**13.** NCIA requires any group, organization, corporation, company, or other entity that advertises in NCIA publications or exhibits at NCIA shows to respect the dignity of all individuals.

**14.** Food and beverage may be served or consumed only if they represent the product being exhibited. A three ounce limitation is placed on the size of the cups used for beverage distribution, and a two-ounce weight limitation is also placed on food items. No alcohol will be served from an exhibitor's booth. Prior authorization must be obtained from the JW Marriott Indianapolis.

**15.** In order to preserve our tax-exempt status with the Internal Revenue Service, the NCIA must insist that no sales transactions take place in the Exhibit Hall.

**16.** The JW Marriott Indianapolis prohibits smoking in the Exhibit Hall.

**17.** Exhibits that include the use of copyrighted music must obtain the proper licensing to use such music. The exhibitor assumes entire responsibility for the use of this music and shall indemnify and hold harmless NCIA from any such losses, damages, and claims arising from its use.

**18.** Exhibit booths must be in compliance with the requirements of the Americans with Disabilities Act (ADA) for "places of public accommodation." Exhibitors hereby agree that they will defend, indemnify, and hold and save NCIA harmless from and against any and all claims, demands, actions, damages, loss, liabilities, expenses and judgments recovered from or asserted against NCIA on account of any actual or alleged failure of the exhibitor's exhibit booth to comply in any respect with the requirements of the ADA. Nothing in this agreement shall be deemed to be an admission by NCIA or the exhibitor that either entity is a "public accommodation," or that the convention space or the exhibit booth leased here under is a "place of public accommodation," under the ADA.

**19.** Exhibitor represents and warrants that it is in full compliance with all federal, state and local employment laws, rules regulations, and ordinances applicable to its operations.

**20.** Exhibitors accept full responsibility for their acts and conduct, as well as the acts and conduct of their invitees, within any part of the Exhibit Hall and conference area, and agree to defend and indemnify NCIA

## NOTE:

Corporate entities that are not exhibiting at the conference are prohibited from conducting any business in NCIA's Exhibit Hall. If a company representative is found in violation of this policy, he/she will be escorted from the hall and prohibited from conducting future business of any kind with NCIA.

against any and all claims, demands, actions, damages, losses, liabilities, expenses, and judgments recovered or asserted against NCIA on account of any such acts or conduct.

**21.** The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitors' activities on the Hotel premises and will indemnify, defend, and hold harmless the Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

**22.** During the exhibit setup and dismantling hours, NCIA will provide security service to cover the entrances to the Exhibit Hall. During exhibit hours, exhibitors will be responsible for security in their booth(s). Small items of value should be removed from the booth during non-show hours. NCIA shall not be responsible for the safety or property of the exhibitors, its agents, employees or invitees, from theft or damage by fire, accident, or due to any other cause. Exhibitors are encouraged to insure the contents of their exhibit booths. The exhibitor assumes entire responsibility for losses, damages and claims arising out of (a) damage to exhibitor's displays, equipment, and other property brought upon the premises of the Exhibit Hall, and (b) injury to exhibitor employees, agents or invitees within the Exhibit Hall. The exhibitor shall defend and indemnify NCIA against any and all claims, demands, actions, damages, losses, liabilities, expenses, and judgments recovered or asserted against NCIA on account of any such damage or injury.

**23.** Exhibitors or their agents shall not injure or deface the walls of the building, the booths, or the equipment of the booths, including via painting and staining. Exhibitors are not permitted to drive tacks, nails, or screws into the walls or woodwork. When such damage appears, the exhibitor is liable to the owner of the property so damaged. Use of stickers, decals, and adhesive materials is limited to the exhibitor's own display, but only in accordance with the policies of the JW Marriott Indianapolis.

**24.** Exhibitors hereby assume entire responsibility and hereby agree to protect, defend, indemnify and save Hotel, its owners, its operator, JW Marriott Indianapolis, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused

by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of Hotel and its employees and agents.

**25.** Exhibitors shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit, in an amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage.

**26.** Hotel, its owners, its operator, and JW Marriott Indianapolis shall be included in such policies as additional named insureds. In addition, exhibitors acknowledge that neither Hotel, its owners, its operator, nor JW Marriott Indianapolis, maintain insurance covering exhibitor's property and that it is the sole responsibility of the exhibitors to obtain business interruption and property damage insurance insuring any losses by Exhibitors.

**27.** The JW Marriott Indianapolis cannot be responsible for receiving, storage, or handling of freight or exhibit materials. All exhibit shipments should be sent to designated exhibit company (not the hotel). Likewise, outgoing materials should be sent out through decorator. Hotel cannot be responsible for items left behind from exhibits.

**28.** All materials used in the Ballrooms and any other part of the Hotel must be non-flammable in order to conform to the fire regulations of the City of Indianapolis.

**29.** NCIA shall not be liable for failure to perform its obligations hereunder due to strikes, riots, acts of God, or any other cause beyond its control.

**30.** Compressed gases are not allowed inside the JW Marriott Indianapolis. Heavier than air gases like propane, butane or liquefied petroleum gas (LPG) are also not allowed.

**31.** Exhibitors are strictly prohibited from engaging in any activity or activities on the Hotel property or possessing or bringing any materials or items to the Hotel and the Hotel property which involve or contain, or constitute: (i) any form or type of pyrotechnics, fireworks, flares, flames, or other flammable or explosive materials or items, or (ii) any Hazardous Substances including, but not limited to, any and all substances: (i) defined, listed or otherwise classified as pollutants, hazardous wastes,

or words of similar meaning or regulatory effect under any present or future Laws, or (ii) that may have a negative impact on human health or the environment, including but not limited to petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives.

**32.** During Exhibit Hall setup or teardown, children under the age of 15 are not allowed in the Exhibit Hall.

**33.** No animals are permitted in the JW Marriott Indianapolis without prior approval. In the event that approval is given, all sanitary needs for animals are the responsibility of the exhibitor.

**34.** As a courtesy to all exhibitors, hospitality suites, private parties and other events shall not be permitted during the scheduled hours of the exhibit hall, NCIA meetings or other NCIA functions. Exhibitors scheduling private functions in conflict with official NCIA events will jeopardize participation in future NCIA shows.

**35.** In the event of cancellation of the NCIA 2021 National Training Conference for any reason, NCIA's liability to an exhibitor shall not exceed the amount of rental fees paid. The exhibitor's acceptance of these Rules and Regulations constitutes a release of NCIA from any claims for damages in excess of said amount.

**36.** All regulations stated in this brochure are part of the legally binding Booth Reservation Contract. In signing, the exhibitor agrees to abide by the regulations as stated herein and on the Booth Reservation Contract.

In the event NCIA determines that an exhibitor is in violation of any of these Rules and Regulations, a representative of NCIA will personally contact the senior exhibitor staff member present to advise that individual of the details of the violation. NCIA will allow a reasonable amount of time for the exhibitor to correct the violation. If the infraction is not corrected within the time allowed, the exhibitor's booth may, at the sole discretion of NCIA show management, be closed and/or dismantled without compensation to the exhibitor, and the exhibitor may forfeit the right to exhibit at future NCIA events.

All matters not covered by these Rules and Regulations may be amended at any time by NCIA show management. Any such amendments shall be provided to, and shall be binding upon, all exhibitors.