

# PARKING MOBILIZED

2022 NPA CONVENTION & EXPO

SEPT. 18-21, 2022 • AUSTIN, TX



## 2022 Exhibitor Contract/ Advertising/Sponsor Terms & Conditions

**Entire Agreement.** The Agreement specifically incorporating the official Exhibit Contract Confirmation with reference to the digital invoice (*available in the Exhibitor Service Center*), the Exhibitor Terms and Conditions and Addendums referenced herein, NPA's Privacy Policy, Website Terms of Use Policy and the Website Cookie Policy, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. Exhibitor agrees to comply with all provisions incorporated in these Terms & Conditions. Please contact [StacyHudson@WeAreParking.org](mailto:StacyHudson@WeAreParking.org) with any questions regarding this agreement.

The term "Event" refers to the **2022 National Parking Association Convention & Expo** to be held September 18-21 at the Austin Convention Center, Austin, Texas. The Event is owned, produced, and managed by the National Parking Association ("NPA"). The term "Exhibitor" refers to the organization and/or person that applied for and has been granted exhibit space rental and such applicant's officers, directors, shareholders, employees, contractors, agents, and representatives. If any Exhibitor changes management or is purchased by another company/organization, this Agreement becomes binding on such company/organization. These rules and regulations form part of the Exhibitor Agreement made between the National Parking Association and the Exhibitor.

**Force Majeure.** The performance of this contract by either party, in part or in full, is subject to acts of God, war, government regulations, disaster, acts of terrorism, strikes, civil disorders, and delay in providing service preventing at least 25% of contracted participants from access or any other emergency beyond the control of either party making it inadvisable or impossible to provide services. The National Parking Association, eShow, The Expo Group, or Austin Convention Center, their partners or subsidiaries may not be held responsible for any inconvenience this may cause.

**Acceptance.** The receipt by NPA of your electronic application will constitute a binding contract (the "Agreement"). NPA reserves the right to determine the eligibility of any company or product for inclusion as an Exhibitor.

**Arrangements of Exhibits.** Locations and arrangement of exhibit booths are shown on the digital Exhibit Floor Plan located in the eShow platform. Exhibits are arranged in an open setting at the Austin Convention Center. The arrangement is designed to ensure maximum visibility and high traffic access for each display. Food and Beverage and Specialty Areas are located throughout the hall and will be used for food and beverage service, announcements, drawings, entertainment, etc. NPA reserves the right to alter the Exhibit Floor Plan as it deems necessary, at any time. Such changes will not constitute a refund or partial refund of your space.

Standard booths will be constructed of aluminum tubes, supporting dividers and drapes. Where applicable, back will be eight feet high and sides will be four feet high. Upon request, island booths may include side draping around the perimeter. Certain booths may be restricted to four-foot back walls. Carpeting and furniture are not included in the exhibit rental fee (*See also "Unions and Official Contractors"*).

NPA shall have the right to prohibit and/or remove any exhibit, in whole or in part, which in NPA's sole judgment is not suitable to or in keeping with the character or purpose of the exhibition. NPA Show Management will notify the Exhibitor in writing and detail what

modifications, if any, are necessary prior to the prohibition or removal of the exhibit. If an Exhibitor is asked to remove an exhibit, or part thereof, and fails to do so promptly, NPA will remove the exhibit or part thereof, and the Exhibitor agrees to pay the reasonable costs of such removal. NPA will not be liable for any damage to any party for the removal, whether in whole or in part, or prohibition of the exhibit that NPA deems to be not suitable or in keeping with the character or purpose of the exhibition.

Your exhibit space does **not** include and therefore would need to be arranged for separately using one of the Official Contractors (a list is provided in your Exhibitor Kit) or your own contractor, with prior written consent from Show Management: Carpet/padding for your booth, electrical, phone, internet or plumbing services, chairs, signage, furniture, or any booth fixtures, assembly, dismantle or rigging services, lead retrieval unit, cleaning of your booth during non-show hours.

**Height and Size.** NPA accepts the International Association of Exhibitions and Events "Guidelines for Display Rules and Regulations" as booth configuration criteria for its show. Please note a copy of these rules will be included in your exhibitor kit.

- Hanging sign height limit is 16' to the bottom of the sign
- For Cubic Content the height limit is 16'
- Double Decker booths must be approved by The Expo Group and Austin Convention Center to be sure it meets all fire and building codes (*see form included in the "Rules and Regulations" section*)

In any event, no display, advertising sign or material, etc., may block a reasonable view of any other exhibit, nor extend beyond the perimeter of assigned space. Specifically, peninsula booths (10'x20' end) abutting linear booths: when a peninsula backs up to two linear booths, the back wall is restricted to four feet high within 5' of each aisle. The remaining back wall height restriction is 10' feet high. The backside of

the wall must be finished and not contain signage or logos. This is to ensure that the sight line into an exhibitor's booth is not obstructed.

In all questions of booth design or layout, NPA reserves the final approval authority. Should a question arise regarding this or other guidelines, the matter should be submitted to NPA well before set-up for a final determination. (See also *"Space Selection Liability," "Exhibitor Operation/Conduct/Right of Entry and Inspection,"* and *"Facility Rules"*).

**Colors/Carpeting.** Draping color will be gold/blue. Theme/Special NPA area carpeting will be cayenne or blue. Start-up Pavilion will be pepper. NPA Central/Headshot Lounge will be blue jay. Aisles and Food/Beverage areas will not be carpeted. **All exhibit booths are to be carpeted at the expense of the Exhibitor.**

**Exhibit Agreement Specifications.** Each exhibiting company shall be eligible to receive two (2) booth personnel registrations per 100 sq. feet, 8' high pipe and drape back wall and 4' high pipe and drape side wall (unless island booth), 7'x44" identification sign, wastebasket, more than 10 hours dedicated exclusively to the Expo, and 24-hour security from installation to dismantle, 50-word company listing on the event website and mobile app. Additionally, exhibitors will receive access to both a pre and post show attendee list (*pdf uploaded 2-3 weeks pre-show in the ESC. Does not include email addresses.*) (See also *"Privacy Policy"*). Booth personnel have unlimited access to education including the keynote sessions, and the Opening Welcome event—allowing exhibitors to network with attendees in a variety of settings.

**Exhibit Space Assignments.** Preferred exhibitors in good standing will be able to select space based on their priority points status beginning December 2021. After this date, all space is assigned on a first-come, first-served basis at prevailing rates. NPA shall act in good faith to assign space in the location selected by the Exhibitor; however, does not guarantee separation of competing exhibitors or guarantee neighboring space(s) indicated available will be completely occupied at time of the Event.

**Priority Point Assignments/Calculations.** Exhibitors receive priority points based on two categories: Size of space, and sponsorship/advertising related to convention activities as well as qualified advertising dollars spent with *Parking* magazine and/or banner advertising. Points are calculated on November 1st of each year including all eligible advertising for 12 months prior and previous show exhibit space and sponsorships calculated for your official priority points status. *Preferred exhibitors are notified of their current status one month prior to opening sales for preferred exhibitors for immediate future year event.*

**Priority Point Calculation Details.** Exhibitors receive five (5) point per 100 sq. feet of space paid and occupied. Beginning in November 2022, exhibitors will be awarded additional points for reaching milestone markers associated with their cumulative years of exhibiting starting with 2022. These are defined at the following key milestones and are not issued every year that you continue to fall into one of these categories: Five (5) year anniversary = 5 additional bonus points awarded (meaning you have exhibited without interruption from 2022 – 2027), Eight (8) year anniversary = 8 additional bonus points awarded, Ten (10) year anniversary = 10 additional bonus points awarded, Fifteen (15) year anniversary = 15 additional points awarded, Twenty (20) year anniversary = 20 additional bonus points awarded. No historical cumulative points incentive program existed prior to 2022 and all exhibitors will start with even playing field.

Sponsorships and advertising related to the Event and qualified banner advertising and in *Parking* magazine is calculated at one (1) point for every \$1,000 spent. Certain special sponsorships each year also have bonus points built into that sponsorship and will also be included in addition to the one point per \$1,000 calculations.

#### Priority Point Terms/Forfeit:

1. Any exhibitor who does not reserve space at the NPA for two consecutive years will forfeit all its accumulated points.
2. Any contracted exhibitor who is a **"no show"** at a given show will be assessed a penalty of **-25** points. **No show** is defined as contracting exhibit space without a formal cancellation and has not set up on opening day of Expo.
3. Any contracted exhibitor, who is a **"no show"** with a balance due of space, will forfeit **all** accumulated points.
4. Any contracted exhibitor who cancels space reservation after cut-off date for no refund [for exhibitors], will be assessed a penalty of **-25** points.
5. Any contracted exhibitor who breaks down early or early departure during an event, will forfeit **all** accumulated points, regardless of reason.
6. For mergers and acquisitions, points are **not** cumulative. Only the higher points of the two companies involved are applied. When a company splits or separates into two different (distinct) companies, existing points are assigned to only one of the companies. The second company will be given a flat 35 points as their own points status and will continue to accrue and gain points as a new company from that point forward. If NPA is not informed of which company will take the existing points or the intro 35 points, NPA will make the final decision and both companies agree to comply with decision.
  - a. Companies in the same corporate family may have their own exhibit hall space if the companies are separate corporate entities. In this situation, each company enters into a separate Exhibitor Agreement, uses its own Priority Points and years of support, and has its own assignment date/time for space selection. The points and years of support of one company cannot be attributed to another (in other words, the points and years of support of one company cannot be "counted" twice). The company name on the booth and exhibit hall signage (and Event Mobile app) must be the same as the company whose name appears on the Exhibitor Contract.

**Space Selection Liability.** Exhibitor assumes all liability of space selection during reservation process including but not limited to: acknowledgement of columns or other obstructions near selected space, neighboring exhibitors, and layout of space in relation to surrounding spaces. Exhibit sales are open until the Event dates; therefore, the floorplan and occupants are continually being modified. It is the Exhibitor's responsibility to monitor any changes that may adversely affect the Exhibitor pre/post show or onsite. There will be no refunds issued for space based on Exhibitors' selected location, misprints/typos/omissions in printed/digital material, columns or other obstructions, traffic flow, and/or neighboring Exhibitors.

**Booth Cost/Payment Policy.** Exhibit fees are shown on the exhibit booth price list. There is a substantial discount for exhibitors who are members of NPA. To be eligible for member pricing, you **must** be an active member at time of reservation **and at time** of Event to take advantage of the discount. Booths located in prime areas (entrance, exit, corners, near Food and Beverage areas or special event areas in the hall) also reflect premium pricing. Vehicle Areas will only be assigned to vehicle/bus/transit type companies. Booth space will be assigned in accordance with the space reservation procedures.

A minimum of 50% of booth fees are due upon reservation by credit card. NPA will process payment as stated on contract with no exception. The remaining balance is due within 30 days by check or credit card. **In the event a remaining balance has not been satisfied within the 30-day window, NPA retains the right to cancel your booth reservation without notification or refund. (Note: Any space booked after July 19, 2022, will require full payment at time of reservation.)**

Exhibitors are further responsible for ensuring that there are no outstanding amounts, related or unrelated to the Event, owed by them to NPA. If all payments and outstanding amounts are not paid in full by **August 19, 2022**, NPA retains the right to cancel the Exhibitor's space without further notice and without obligation to refund previously paid amounts. Any re-sale of exhibit space shall not result in a refund to the Exhibitor.

All requests for cancellation or reduction of exhibit space must be made in writing and shall become effective upon receipt by NPA. Due to the difficulty of determining and detailing the losses which would result from cancellation of exhibit space, the Exhibitor agrees to pay the following as liquidated damages (and not as penalty) if the Exhibitor cancels its exhibit space. In the event of cancellation by an exhibitor prior to **June 19, 2022**, NPA will retain or shall be owed a cancellation fee equal to 50% of the total exhibit fee (not just the deposit) plus a \$250 processing fee; if received after **June 19, 2022**, NPA will retain or shall be owed a cancellation fee equal to 100% of the total exhibit fee. **Cancellations after June 19, 2022, will affect an exhibitor's priority points (See also "Priority Point Assignments/Calculations").** Reductions or downsizing in booth space will be treated as booth cancellations; refunds will be made accordingly. Furthermore, NPA has full authority to relocate any Exhibitor after downsizing of space. The above cancellation fee terms shall apply regardless of the execution date of this Agreement and regardless of any re-sale of booth space cancelled by Exhibitor.

All booth assignments remain the exclusive prerogative of NPA. In all reassignment cases, preference will be given to the exhibitor whose reservation and payment was received the earliest.

**Occupation and Use of Space.** Exhibitors will not be permitted for installation until full payment is received. **There is no exception to this policy.** Similarly, if an Exhibitor has an outstanding balance with the Official Show Contractor (The Expo Group), greater than 180 days, Exhibitor will not be permitted to move-in to their space and/or receive limited services from official show contractors including but not limited to: drayage, installation, cleaning, a/v, utility services, etc.

Exhibitor who fails to occupy its assigned space two hours prior to the published expo hours (set no later than 9:00 a.m. on Monday, September 19, 2022 and has not given NPA the required written notice of cancellation will be considered a "no show." NPA has the right to use "no show" exhibit space in such a manner as it may deem in the Event's best interest. Failure to occupy exhibit space does not relieve the Exhibitor from their obligation to the terms of the Agreement and

will impact an Exhibitors priority point status (See also **"Priority Point Assignments/Calculations"**). Any exhibiting company cancelling with a balance due is responsible for paying the remainder in full within 15 days of the cancellation.

**Displays must remain fully intact and manned during all exhibit hours.** No exhibits may be erected after official opening **or dismantled** before official closing times. Failure to adhere to this policy could result in one or more of the following: (a) penalty fines of up to 15% of your total booth costs, (b) the priority point status will revert to zero; (c) a 2-year ban from attending or exhibiting at the event, (d) preferred exhibitor status revoked for future events, (e) a surcharge of 15% added to your future exhibiting fees.

**Subletting Space.** No Exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, or exhibit therein, any other goods, apparatus, etc. than those manufactured or sold by the Exhibitor in the regular course of business. Sub-divisions, subsidiary organizations or partner product distributors that share space with a parent company will not be recognized as Exhibitors. This applies to booth personnel representatives' badges as well as any listings in digital/print. **There is no exception to this policy.**

**Care of Exhibit Space.** Exhibitors shall care for and keep in good order all space occupied by them. Special cleaning and dusting of booth, display and equipment and material will be the Exhibitor's responsibility and shall be performed at the exhibitor's expense.

All goods of reasonable weight and bulk will be placed in exhibit space by NPA or its appointed contractors. Exhibitor shall properly protect and maintain its exhibit space and appurtenant property. Exhibitors shall pay NPA or its designee the cost of restoring Exhibitor's space and appurtenances to the condition as of initial use by the Exhibitor; reasonable wear and tear expected.

**Empty Crates/Box Storage.** Exhibitors **may not** store crates and /or boxes in their booths. All exhibitors may request that the official contractor store empty crates and boxes for reuse prior to the opening of the Expo. NPA Diamond Sponsors will have preferred return of empties at the end of the show.

**Exhibitor Representation.** Exhibitors earn two (2) complimentary exhibitor registrations per 100 square feet of space (each 10x10 space rented). Additional exhibitor registrations can be purchased (member rate quoted 2/2/22 – 4/29/22: \$275.00 pp. 4/30/22 – 8/31/22: \$375.00 pp. 9/1/22 – 9/21/22: \$500.00 pp). All company representatives must register upon arrival and wear NPA-furnished identification badges/lanyards at all times. **Exhibit staff/personnel registrations are non-refundable.** Exhibitors and distributors will be granted access to exhibit hall during all expo hours and up to one hour prior to and 30 minutes after published expo hall hours.

**Exhibitor Operation/Conduct/Right of Entry and Inspection.** (a) Exhibitors may not schedule private functions or events which conflict with officially scheduled NPA events. NPA reserves the right to request and enforce cessation of any non-approved activity as it sees fit; (b) Exhibitors may not use strolling entertainment, nor distribute samples, magazine, or advertising materials in any area outside their exhibit booth including but not limited to, paraphernalia that is associated with or representing a competing or similar entity as the Association or their publications. Any type of product distributed for purposes of display in other Exhibitor's booths will be immediately removed and destroyed; (c) The use of objectionable amplifying or lighting equipment may not exceed reasonable limits. NPA reserves the right to

have exhibitors remove any strobe lighting that negatively affects other exhibitors or attendees; (d) All activities must be carried on in Exhibitor's contracted exhibit space. Furthermore, product demonstrations, presentations, and entertainment located **within** an exhibitor's booth space may not cause significant obstruction of aisles or encroach on neighboring exhibits. Adequate space/seating for presentations and demonstrations must be provided by the exhibitor **within** the exhibitor's booth. NPA reserves the right to have the exhibitor discontinue any activity or dismantle any display/demonstration feature that interferes with normal traffic flow. To conduct a demonstration lecture **within** an exhibit, the exhibit space must be a minimum of 400 square feet and must be in a 20' x 20' configuration. Exhibitors are required to allocate adequate exhibit space near these gathering zones to conveniently accommodate company personnel and visitors. Linear exhibits do not qualify for demonstration lectures. (e) Entertainment, marketing schemes or activity outside of your assigned space for the purpose of generating traffic to your booth must have the express written consent of the Show Management prior to exhibit hall hours. Upon approval, this activity must not interrupt or cause harm to any other exhibitor or their display.

If an Exhibitor or Exhibitor Appointed Contractor (EAC) engages in any conduct in violation of this Agreement and/or applicable laws, NPA reserves the right to cancel the Exhibitor's space without further notice and without further obligation to refund monies previously paid and to re-sell or remove completely from show floor. NPA further reserves the right to reject Exhibitor's application in future shows. Further, NPA in its absolute discretion, shall have the right at any time to enter and inspect the area occupied by Exhibitor. Exhibitors and their representatives shall always conduct themselves in a professional manner and shall not disparage or defame fellow exhibiting companies, NPA, or the employees of aforementioned organizations, or engage in other activities detrimental to the Event.

**Facilities Rules.** Exhibitor agrees to comply with all rules and regulations prescribed by the management of the exhibit facilities, meet the requirements of all local authorities, and obtain, at their own expense, any necessary permits, licenses, or equipment, should any be required for the individual displays or the exhibit of the Exhibitor. Exhibitor agrees that failure to conform to all facility rules and regulations and local laws may result in the closure of its exhibit by NPA.

**Fire Protection.** All booth material must be nonflammable and meet all requirements of Austin Convention Center. All vehicles must adhere to Austin Convention Center's fire/safety regulations (provided in your Official Exhibitor Kit).

**Loss, Theft, Damage.** Show Management provides limited perimeter guard security but shall not be liable or responsible for any loss, theft or damage to the property of Exhibitor, its employees or representatives. Further, Show Management will not be liable for damage or injury to persons or property during the term of this Contract, from any cause whatsoever, by reason of the use or occupancy of the exhibit space by Exhibitor, its employees, representatives or assigns. Exhibitor acknowledges that certain activities at the Show, especially during set-up and tear-down of the show, can be dangerous, and Exhibitor, on behalf of itself and each member of its exhibit staff, assumes such risk and waives any liability on the part of Show Management, Venue, and all Event Partners, and further assumes all liability for such risk. If Exhibitor's materials fail to arrive, or if for causes beyond its control, Exhibitor is prevented from

using its space, Exhibitor is nevertheless responsible for its space rental. Exhibitor shall carry special insurance to protect all exhibit materials against damage, theft or other loss, and liability insurance against injury to persons and the property of others, including, but not limited to, Show Management. Additional show insurance is offered through our approved contractor. Due to insurance and safety considerations, children are not allowed in the exhibit hall during set-up and tear-down.

**Privacy Policy.** Agreed upon by the European Parliament and Council in April 2016, the **General Data Protection Regulation (GDPR)** requires that Events/Organizations, such as NPA, protect EU citizens' personal data and privacy. NPA will comply with this law in its entirety which can limit/impact data available to exhibitors. To read more on this law and how it can impact access to Event data, visit <https://eugdpr.org/>. To review NPA's compliance efforts, download a copy of our **Privacy Policy**.

**List Usage/Rental.** Further, to protect the integrity of the Event and the privacy of our participants, NPA does not sell participant data. Unsolicited marketing from third parties claiming to offer access to names/contacts of the "attendee database" are completely fraudulent and are in no way associated with NPA. Purchasing/Renting/Utilizing a list from a third party, is a direct violation of NPA's Privacy Policy and NPA will not be liable for any fines imposed on the Exhibitor in accordance with the **General Data Protection Regulation (GDPR)**.

Further, NPA considers purchasing or renting such lists as a violation of your participation in the event and may impose penalties/fines, including but not limited to loss of priority points associated with preferred exhibitors, cancellation of current or future participation, sponsorships included, resulting in no refund. This does not release the Exhibitor from the obligations of this contract.

**Americans with Disabilities Act.** Exhibitors shall be responsible for making its exhibit space accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold NPA, its agents, and employees harmless from any consequences of exhibiting companies that fail in this regard.

**Music Licensing.** Exhibitors agree to comply with existing regulations on music licensing and agree to indemnify and hold harmless NPA against any claims or expenses arising from noncompliance with these regulations.

**Live/Video Streaming/Photography.** Exhibitors and attendees are prohibited from videotaping, video streaming/wireless transmitting or photographing other exhibitors' booths, events or activities during the NPA Convention & Expo, without the express written permission of NPA. However, an exhibit booth may be photographed or videotaped with the permission of the legitimate occupants of that booth, but that permission shall only apply to that exhibitor's booth. By submitting your exhibit contract, the exhibitor gives consent to the NPA professional photographer to use images of both your person(s) and/or your display. The prohibition against videotaping, video streaming/wireless transmitting or photographing the event extends to members of the press unless they are registered as press and possess a "press" badge/ribbon. Booth personnel should immediately notify NPA's show management if they believe their booth, or another booth is being photographed/videotaped without permission. Television and/or video cameras (including webcams) are prohibited without prior written approval of NPA show management. NPA reserves the right to deny, alter or limit such access or distribution as the Event is the proprietary property of the NPA. In the case that sponsorships,

advertising, or anything similar is sold based on content obtained from the Event, whether on the show floor or elsewhere tied to the Event, NPA reserves the right to claim all such proceeds from seller without penalty. Any legal fees incurred by NPA to secure such revenue/proceeds will be at the expense of the party in violation.

**Exhibitor Service Kit.** Exhibitor Service Kits will be available through the Exhibitor Service Center (ESC) on the official Conference website no less than two months from the Event. Kits will include a list of all approved and appointed official contractors, any amended or additional rules and regulations, display rules, installation/dismantle schedules, registration information, official contractor order forms and pricing, shipping and drayage, utilities and auxiliary services order forms, audio/visual, additional visibility opportunities, and a helpful deadline checklist to ensure you are meeting all deadlines. **Additional fees will be incurred after deadlines.**

**Unions and Official Contractors.** Exhibitor shall employ labor only from sources officially designated by Show Management for the installation, maintenance and dismantling of its exhibit, and shall use only the service organizations officially designated by Show Management for all services in connection with the installation, maintenance, cleaning and dismantling of exhibits and in connection with the operation of projection devices. Exhibitor agrees to abide by and comply with all rules and regulations imposed by local unions having arrangements with the Austin Convention Center or with authorized contractors engaged by Show Management. Exhibitor must request Show Management's authorization to use an Exhibitor Appointed Contractor (EAC) no later than forty-five (45) days prior to the first scheduled installation date for the Show. Show Management shall have the right, but not the obligation, to resolve disputes or disagreements between Exhibitor(s), or between Exhibitor(s) and official contractors or labor organizations. In the event of such dispute, any action or decision by Show Management intended to resolve the dispute shall be binding on the Exhibitor(s).

The Expo Group has been named the Official General Contractor. Inquiries regarding contractor services may be directed to The Expo Group. A complete list of Official Service Contractors will be included in your Exhibitor Service Kit. Use of any service contractor not previously approved by NPA or Austin Convention Center **may be denied access to the exhibit show floor which could mean you would not receive the contracted services, or you may incur additional fees to secure services with an approved contractor.**

**Exhibitor Service Desk.** Provisions have been made to maintain an Exhibitor Service Desk, located on the show floor, throughout the exhibition's installation, operation, and dismantling period.

**Listing and Promotional Materials.** By exhibiting at the Event, Exhibitor grants NPA a fully paid, perpetual, non-exclusive license to use, display, and reproduce the name of the Exhibitor in any directory or listing of exhibitors or Event and to use such names in promotional materials. NPA shall not be liable for any errors in any listing or for omitting any Exhibitor from any directory or listing pertaining to the Event.

**Liability.** The Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between NPA and the Exhibitor. Exhibitor agrees to indemnify, hold harmless, and defend National Parking Association, The Expo Group, Security (TBD), eShow, JW Marriott Austin, Courtyard Austin Downtown/Convention Center, Hilton Austin, Fairmont Austin, Hyatt Place Austin Downtown, and Austin Convention Center and their

respective members, officers, directors, agents, and employees ('indemnities') from and against any and all liabilities, damages, actions, losses, claims, and expenses (inclusive of attorney's fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Exhibitor or its employees, agents, contractors, patrons, and invitees caused by Exhibitors installations, maintenance, occupancy or use of the exhibition premises or a part thereof.

**Insurance.** Exhibitors must obtain insurance policies covering exhibiting materials at the NPA Event. Exhibitor should also consider public liability, bodily injury, and property damage insurance. Such insurances shall name the Event facility, NPA, and the Official General Contractor, The Expo Group, as additional insureds. Upon request, Exhibitor shall provide a certificate of insurance to NPA.

**Protection of Facility.** Exhibitor shall not use the exhibit facilities or permit them to be used by any employee, patron, contractor, or invitee: (a) for any illegal purpose; (b) in conflict with any applicable law, ordinance, rule, or regulation of any governmental authority; (c) in any manner that could violate the insurance or increase the rate of insurance on the facilities; (d) in any manner that constitutes any waste or nuisance; (e) in any manner that causes any injury to the facilities; or (f) in violation of any applicable rule or regulation issued by management of the exhibit facilities.

**Exhibitor Violations.** Violations of any of these regulations on the part of the exhibitor or his employees or agents shall, at the option of NPA Convention & Expo Show Management, cancel the license to occupy space, and such exhibitor shall forfeit to the Association all monies paid. Upon evidence of violation, the Association may reenter and take possession of the space occupied by the exhibitor and may remove all persons and goods at the exhibitor's risk. The Exhibitor shall pay all such expense and damages which the Association may incur and shall forfeit all monies paid or due the Association on account thereof. The Exhibitor waives any right to service of written notice of the Association's intention to terminate this agreement and repossess space occupied by the exhibitor.

**Interpretation and Enforcement.** These rules and regulations are to be construed as a part of all space applications and contracts. NPA has full power to interpret and enforce all regulations for the Event and the power to make amendments and/or further regulations that are considered necessary for the proper conduct of the Event. Such decisions shall be binding on all Event exhibitors. Failure to comply with any rule or regulation may be sufficient cause for NPA to require immediate removal of the offending exhibitor and may result in forfeiture of all further rights to exhibit at future events sponsored or held by NPA, together with all fees paid.

**Website Disclaimer & Waiver.** The material on the official Event website and/or Event Mobile app is provided "as is," without any conditions, warranties, or other terms of any kind. While we endeavor to ensure that the information on the Site is accurate when posted, we cannot be held liable for its accuracy or timeliness, and we may change the information at any time without notice. You should not rely solely on information on the Site, and you acknowledge that you must take appropriate steps to verify all information before acting upon it. This includes but is not limited to; Expo Hall hours, move-in and move-out dates, terms and conditions and booth regulations. Always reference the Exhibitor Service Kit (*located in the Exhibitor Service Center*) for the

most accurate information. In cases of questions, contact [StacyHudson@WeAreParking.org](mailto:StacyHudson@WeAreParking.org).

**Right to Change Location, Dates, and/or Terms & Conditions.** Show Management retains the right to change the Convention/Exhibit location, dates, and/or rules upon notice to Exhibitor. Any additional

details not specifically covered by the terms and conditions contained herein shall be subject to the decision and at the discretion of NPA. At the sole discretion of NPA, changes, amendments, or additions may be made to these terms and conditions. Any such changes shall be binding on Exhibitors equally with the other terms and conditions contained herein.

**Note: Please read the Exhibitor Terms and Conditions/Show Rules carefully. It is important that all representatives from your company who attend the Event be aware of the terms and conditions, as well as information that affect the operation of the National Parking Association Convention & Expo. These policies are strictly adhered to and enforced without question.**