

## **NPA 2021 Convention & Expo In-person Event and PMX LIVE Market Day Virtual Event Exhibitor Terms & Conditions**

Thanks for Registering as an Exhibitor for the NPA (“Association”) 2021 Convention & Expo In-person Event and PMX LIVE Market Day Virtual Event, (“Events”). Whether you registered or you registered by proxy, the following Exhibitor Terms and Conditions (“Terms”) and Attendee Terms and Conditions (“Terms”) apply to you and your participation in the Association Event virtual and/or in person. By registering for this event, registration is deemed a firm booking and is your acknowledgement and acceptance of these Terms. Depending upon the Event format, some terms may not apply. By participating in this Event, you agree to the Terms.

### **Exhibit Space In-Person Expo**

The 2021 Exposition rates for National Parking Association Supplier members begin at \$3,545 for a 10'x10' booth (see floor plan and contract for other sizes and costs). The lower rates apply to NPA members while the higher rates apply to non-members. Formal notice of booth assignments from NPA will constitute the complete agreement for the right to use the allocated space. NPA reserves the right to assign space or relocate space in an area other than that selected by the exhibitor. No exhibitor shall assign, sublet, or share allocated space and doing so could result in exhibitor removal from the exposition. NPA, in its discretion, shall have the right to postpone or cancel the conference and the exhibit hall and shall be liable in no way to the exhibitor for losses resulting from such delay or cancellation. The Association will not be liable for the fulfillment of this contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: act of God, public enemy, lockouts, riots, terrorism, threats of terrorism, epidemics, government regulations or advisory (including travel advisory warnings by the government or World Health Organization), hurricane, flood, unavailability of communication or utility lines, earthquakes, war or insurrections, strikes, the authority of the law, postponement or cancellation of the exposition, or for any cause beyond its control.

### **PMX LIVE Market Day Event Conversion of Exhibit Space**

The 2021 PMX LIVE Market Day Exhibitor Event rates for Association’s Supplier members begin at \$2,500 for a Basic “Driving Partner” package. The lower rates apply to Association members while the higher rates apply to non-members. Formal notice of exhibitor packages from NPA will constitute the complete agreement for the right to promote in the allocated virtual space. All exhibitors who signed up for an in-person booth will receive a firm logo and company description on PMX LIVE Market Day specified exhibitor webpage. The Association reserves the right to assign exhibitor packages other than that selected by the exhibitor. No exhibitor shall assign or share exhibitor packages and doing so could result in exhibitor removal from the Event.

### **Outstanding Debt**

Exhibitors must be current with all obligations and any debts owing to the Association. Should exhibitor have outstanding debts with the Association, any exhibitor package fees received may first be applied to the outstanding debt. Any balance on the exhibitor package as a result must be paid immediately by exhibitor.

### **2020 Conversion to 2021 Convention & Expo In-person Exhibitor Policy**

Exhibitors who rolled over booth reservation funds from 2020 to 2021, will retain the same booth size as purchased in 2020. The balance due, if applicable, will be the amount owed for the original booth size selected in 2020. Booth sizes cannot be downsized.

Exhibitors who paid their 2020 booth in full may encounter a price difference for their 2021 same size booth. If the exhibitor paid a higher price in 2020 and there is a difference in price between the 2020 booth rate and the 2021 booth rate, the exhibitor can apply the price difference to a sponsorship or can request a refund for the price difference.

### **Exhibitor Booth Option Choices:**

In the event, the 2021 Convention & Expo In-person does not take place, due to unforeseen restrictions, exhibitors who purchase an in-person booth will automatically have their booth converted to PMX LIVE Market Day.

The exhibitor's original booth will transfer to a PMX LIVE Market Day exhibitor package.

**Pricing** - The PMX LIVE Market Day booth space selected by the exhibitor may result in a price difference. If there is a difference in price between the in-person booth and the PMX LIVE Market Day booth, the exhibitor can apply the price difference to a sponsorship or can request a refund for the price difference.

- Existing exhibitors who have a booth space at the 2021 Convention & Expo In-person will be assigned a corresponding PMX LIVE Market Day virtual booth package by June 30, 2021.
- If the existing exhibitor has a credit once converted to a PMX LIVE Market Day virtual booth package, the exhibitor must select their sponsorship package by July 30, 2021.
- If the firm exhibited at PMX LIVE Market Day in 2020, their virtual booth size and set up exists and remains the same in the 6Connex platform. Exhibitors are encouraged to keep their virtual booth build as it currently exists and can make modifications.

- If the exhibitor elects to take a refund, the refund request must be in writing and received by **StacyHudson@WeAreParking.org**, NPA's Director of Business Development by July 30, 2021. Refunds will be issued within 30 days from receipt of your request.
- If the exhibiting firm has not connected with NPA to confirm a decision in writing to one of the choices listed above by July 30, 2021, the exhibitor's funds will automatically be transferred to PMX LIVE Market Day as an underwriter.

Pricing for PMX LIVE Market Day exhibitor packages may increase on August 1, 2021. No refunds for PMX LIVE Market Day exhibitor packages will be made after June 30, 2021. Additionally, no refunds will be issued for PMX LIVE Market Day exhibitor packages to new exhibitors after June 30, 2021. There are no refunds for no-shows.

### **Cancellation Policy In-Person Expo**

**Booth Space:** No refunds for booth space will be made after May 1, 2021. All cancellations must be submitted in writing and received by **StacyHudson@WeAreParking.org** on or before the applicable cancellation dates. Cancellations prior to March 1, 2021 will receive a full refund, less a 20% administrative fee on the full cost of the booth. Cancellations received between March 1, 2021 and April 30, 2021 will receive a full refund, less a 50% administrative fee on the full cost of the booth. There will be no refunds issued after May 1, 2021. Additionally, no refunds will be issued for contracts received after May 1, 2021. There are no refunds for no-shows.

**No-Shows:** There are no refunds issued for booth space and all registrations of no-show exhibiting organizations and/or booth personnel.

### **Cancellation Policy**

**In-person Exhibitor Booth Personnel Registrations:** Cancellation requests for booth personnel registrations must be received by **StacyHudson@WeAreParking.org** by August 30, 2021, to qualify for a refund. NPA will refund your convention registration, less a \$100 administrative fee. No refunds will be extended for booth personnel registrations received after August 30, 2021 and are subsequently cancelled. No refunds are extended to no-shows.

**PMX LIVE Market Day Exhibitor Personnel Registrations:** Cancellation requests for additional paid exhibitor personnel registrations to PMX LIVE Market Day must be received in writing by **StacyHudson@WeAreParking.org** by August 30, 2021 to qualify for a refund. NPA will refund your PMX LIVE Market Day additional exhibitor personnel registration, less a \$100 administrative fee. No refunds will be extended for additional exhibitor personnel registrations received after August 30, 2021 and are

subsequently cancelled. No refunds are extended to no-shows.

**No-Shows:** There are no refunds issued for PMX LIVE Market Day exhibitor packages and additional paid exhibitor personnel registrations of no-show exhibiting organizations.

### **Substitution and Registration Badge Policy**

Substitution of PMX LIVE Market Day exhibitor registrations may be made until August 25, 2021 by contacting in writing [StacyHudson@WeAreParking.org](mailto:StacyHudson@WeAreParking.org). Sharing of Events In-person and PMX LIVE Market Day exhibitor registration and attendee badges/credentials is not permitted at any time.

Badges/credentials are issued to only the registered attendee named in the registration. PMX LIVE Market Day exhibitor registrations provide access to the PMX LIVE Market Day event, but cannot guarantee admission to every session, lounge, or meeting area. Admission is subject to venue capacity and other technical requirements. For example, an exhibitor gains access to the educational sessions, but not specialty add-on, fee-based sessions or invitation-only private chats.

### **2021 Convention & Expo In-person Rules and Regulations**

Failure to comply with the rules and regulations for the exposition as outlined forfeits all rights to assigned space, which may be reassigned to another exhibitor with no obligation for refund. In no case will an exhibitor be allowed to install an exhibit until booth space is paid in full. No refund will be made for space that is unused during all or part of the exposition. Should any booth space not be setup at the required time for the opening of the exposition, that space will be reassigned without obligation or refund, unless prior written arrangements have been made with the NPA show manager.

### **Installation and Dismantling**

Exhibits must be set up and ready no later than 1 p.m. on Tuesday, September 28, 2021. Dismantling of exhibits cannot begin before 4:00 p.m. on Wednesday, September 29, 2021. NPA reserves the right to remove and store—at the exhibitor's expense and risk—any materials that have not been removed at the close of the exposition. **Exhibitors packing, vacating, dismantling, or removing their exhibits prior to 4:00pm on September 29, 2021, agree to pay NPA a fine of \$500.**

### **Official Service Contractor**

To conform with the facility rules and regulations, all exhibitors will be required to use official contractors for the various services required for material handling with the exposition. The official service contractor is The Expo Group (TEG). Fully paid exhibitors will be able to access an Exhibitor Service Manual online. The Manual will include order forms for: decorating, signs, drayage, labor, Internet, electrical requirements, furniture, carpet and more.

## **Security**

NPA will arrange to provide security for the exhibit hall during the entire exposition. While every precaution will be taken, NPA and Caesars Palace Convention Center (hereafter referred to as "Center"), and the service contractors will not assume any financial responsibility for damaged, missing, or stolen equipment or displays. Exhibitors should (1) never leave their booths unattended during set-up, show hours or teardown; (2) never leave items that could be carried away from booths during hours the exhibits are closed. Exhibitors should take these items to their rooms or secure them in the security lock-up cages, which can be rented from Service Contractor at the exhibitor's expense.

## **Hospitality Events**

NPA encourages exhibitors to hold hospitality events during Convention. These events may not be scheduled at times that conflict with NPA events. All exhibitor events must be approved by NPA before arrangements are made with the Center, and before invitations are sent. Any exhibitor holding one of these events during already scheduled NPA functions will be penalized with a reduction in priority points for the next year's booth selection.

## **General Restrictions**

Exhibits shall be installed so they will not project beyond the space assigned. Booth equipment and displays shall not exceed 8' (eight feet) in height unless approved in advance by NPA show management; nor shall they extend further out than one-half the distance from the back wall of the exhibit booth to the front of the booth to permit a clear view from adjoining booths. Additionally, no audiovisual, projection equipment, or any other equipment may be situated in such a way that it blocks or interferes with the view of exhibits on either side of exhibitor's booth. Exhibitors in violation of this policy agree, at their own expense, to move and/or reposition the offending portion of their exhibits to correct the problem. Exhibitors must, at their own expense, maintain and keep in order their exhibit space. Motion picture, sound equipment or other distracting sounds that might interfere with other exhibitors are prohibited. Exhibitors agree to pay any music licensing fees which may result for music played or performed as part of their exhibits. No part of any exhibit or any signs relating thereto shall be posted, nailed, or otherwise attached to walls, pillars, posts, or in any way deface the exhibit hall or Center's property. Damage arising from failure to comply with these regulations shall be at the sole expense of the exhibitor. All decorations must be on non-flammable or flame-proofed materials. No combustible material or decorations, such as crepe paper, tissue paper, cardboard, or corrugated paper shall be used at any time. All storage containers, excelsior and wrappings are to be removed from the exhibit hall and may not be stored in the exhibit booth. Volatile, explosive or any other flammable matter or substances prohibited by law are not permitted in the exhibit hall. Exhibitors must comply with fire regulations as set by the City and the Center. Electrical wiring must conform to the City Electrical Code as well as regulations of the Center. Order forms provided in the Exhibitor Service Manual should be used to order electrical requirements. The

exhibitor will bear the costs for any electrical requirements. No food and beverage may be brought into the exhibit hall that is intended to be dispensed from exhibitor booths, unless such food and beverage has been approved in advance by the show manager and the Center.

### **PMX LIVE Market Day Rules and Regulations**

Failure to comply with the rules and regulations for the Event as outlined forfeits all rights to exhibitor packages with no obligation for refund. In no case will an exhibitor be allowed to participate in the Event until the exhibitor package is paid in full. No refund will be made for components of the exhibitor package that is unused during all or part of the Event. Should any exhibitor package miss the upload deadline of September 15, 2021, for the opening of the Event—PMX LIVE Market Day Expo Hall, that exhibitor package shall not be refunded.

**PMX LIVE Market Day Exhibitors and Attendees:** For virtual conferences, the Association prohibits the use of screen shots and/or any other technology that can be used to capture proprietary content and images from the Association's or Association's Event website.

### **PMX LIVE Market Day Uploading Basic Exhibitor Contact Info**

Fully paid Event exhibitors will be able to access the Exhibitor Service Center online. You can upload your logo, topic categories and company description.

### **PMX LIVE Market Day Uploading all Materials on the PMX LIVE Market Day Event Platform**

The Association will provide an overview of the PMX LIVE Market Day exhibit software platform features with a quick navigation tour and how-to set-up tips for all participating PMX LIVE Market Day exhibitors. The purpose of the demo is to educate PMX LIVE Market Day exhibitors on how to upload your materials to your booth. This demo will be recorded and available to all confirmed PMX LIVE Market Day exhibitors. The Association will also be available to assist you, please contact ***StacyHudson@WeAreParking.org*** or 202-470-6302.

PMX LIVE Market Day exhibitor packages must be uploaded by September 15, 2021 on the virtual conference platform. Your PMX LIVE Market Day exhibitor Event package will be active on the platform through April 30, 2022. NPA reserves the right to remove any uploaded content for any reason with a no refund policy.

### **Payment Terms**

Currency Exchange Rate Disclaimer: Client/Cardholder confirms acknowledgment and acceptance of a potential gain/loss incurred by any adjustments made by their bank due to the currency exchange rate. The Association will not be liable or responsible for any loss incurred by the Client/Cardholder from an

adjustment made due to the currency exchange rate. Nor will The Association pursue the Client/Cardholder for collection if that adjustment should be made in the Client's/Cardholder's favor. Submission of an Event registration online, by phone or email, constitutes an official registration and intent to attend the Event. Invoices are payable upon receipt, and full payment must be received in order to gain entry to the Event. Until your payment is received you will not have access to pre-conference entitlements that you may be entitled to, such as booking certain sessions or reserving meetings.

You agree that, in the unlikely event that the Association can't resolve your payment issue and you dispute the credit card charge, your electronic statement may be used as evidence that said charge is valid and just. If there are any issues with your credit card charge, please contact NPA's Office Manager ***CindySatin@WeAreParking.org*** or 202-470-6305.

### **Force Majeure**

The Association, in its discretion, shall have the right to postpone or cancel the Event. The Association shall not be liable to the Exhibitor for losses resulting from such delay or cancellation. After the Event cancellation cutoff date, payments made are not refundable for any reason.

In no event shall the Association be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by direct or indirect forces beyond its control, directly or indirectly including, but not limited to, failure to use conference attendance credentials or due to any event beyond the reasonable control of the parties, such as an act of God, public enemy, lockouts, riots, terrorism, threats of terrorism, epidemics, pandemics, government regulations or advisory (including travel advisory warnings by the government or World Health Organization), hurricane, flood, unavailability of communication or utility lines, earthquakes, war or insurrections, strikes, the authority of the law, travel related problems, postponement or cancellation of the Event.

### **2021 Convention & Expo In-person Liability**

The intent of the following indemnity agreement is to protect NPA, the service contractors and the Center against any and all liabilities from such loss or damage by the exhibits and/or exhibitors on the premises. By executing this contract, you acknowledge its intent and realize that it will be interpreted with that intent. The exhibitor assumes the entire responsibility and liability and hereby agrees to protect, defend, indemnify and save NPA and its officers, directors, employees, agents, and service contractors agents and employees, against any and all claims, losses, and damages to person and property, as well as fines and attorney fees arising out of, or caused by, exhibitor's displays, equipment, maintenance, occupancy, or use of the exposition premises or any part thereof. The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Center premises and will indemnify, defend, and hold harmless the Center, its officers, directors, partners, agents, members and

employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by exhibitor's negligence in connection with the use of Center facilities. Center will not be responsible or liable for any loss, damage or claims arising out of exhibitor's activities on the Center's premises except for any claims, loss or damages arising directly from its negligence. Due to the layout of the Center, storage space is not available for display materials and/or show merchandise. At the conclusion of the set-up operation, all related equipment, crates, trash, etc. must be removed from the premises no later than the last day of the exhibit show period. In addition, exhibitor acknowledges that NPA, the Center and service contractors do not maintain insurance to cover the exhibitor's property and that it is the sole responsibility of each exhibitor to obtain business interruption and/or property damage or theft insurance. Exhibitor assumes responsibility and agrees to indemnify and defend NPA and the Center and their respective employees and agents against any third-party claims or expenses arising out of the use of the exhibition premises. The exhibitor understands that neither NPA nor the Center maintain insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

#### **PMX LIVE Market Day Limitation of Liability**

Under no circumstances, where applicable law permits, shall the Association be liable for any direct or indirect damages resulting from your use of the Association website(s), PMX LIVE Market Day site, or virtual conference platform, whether or not we have been advised of the possibility of such damages. In no event shall our total liability to you for all damages and losses exceed the amount paid by you, if any, for accessing the Association sites or services, or the virtual conference platform. We have no duty to update the Service or the contents thereof. If you are dissatisfied with the Service, your sole and exclusive remedy shall be to discontinue use of the Service.

The intent of the following indemnity agreement is to protect the Association and the service contractors against any and all liabilities from the PMX LIVE Market Day exhibitor. By executing this contract, you acknowledge its intent and realize that it will be interpreted with that intent. The exhibitor assumes the entire responsibility and liability and hereby agrees to protect, defend, indemnify and hold harmless Association and its officers, directors, employees, agents, and service contractors agents and employees, against any and all claims, losses, and damages to person and property, as well as fines and attorney fees arising out of, or caused by exhibitor neglect.

The Association reserves the right to change, amend, add or remove any of the Terms without prior notice. If one or more of the conditions outlined in these Terms should be or become invalid, the remaining conditions will continue to be valid and apply. These Terms apply to all participants of the Event including sponsors, speakers, attendees and exhibitors.



If you agree to speak at an Association sponsored Event, we may share your contact and biographical information with event attendees. Sometimes we may also request a photograph. In other cases, we post on the respective event website information such as your name, employer, physical work address, work email address, as well as a link to your company website and/or professional LinkedIn page available to the public. This is so that visitors to the Event website, including Event attendees and speakers, can contact you with questions and requests for more information, and to provide feedback if needed. Additionally, speakers may be asked to complete a release agreement or copyright form prior to their presentation.

These Terms hereby shall be governed by, and construed and interpreted in accordance with, the laws of the District of Columbia, without regard to the choice-of-law principles thereof. The United Nations Convention on Contracts for the international Sale of Goods shall not apply to this agreement. Any action seeking legal or equitable relief arising out of or relation to these Terms will be brought only in the courts of the District of Columbia or the United States District Court for the District of Columbia.