

EXHIBIT RULES AND REGULATIONS

2022 FALL TECHNICAL CONFERENCE

The rules and regulations contained herein are intended by the National Air Duct Cleaners Association (NADCA) to serve the best interest of the Fall Technical Conference, the exhibitors and registrants, and to give notice to applicants and exhibitors of governing rules and regulations. All applicants are bound by the rules and regulations.

NADCA shall have full authority to interpret or amend these rules, and its decision is final. Exhibitors agree to abide by any rules or regulations that may hereafter be adopted, which shall be as much a part though not originally incorporated. All issues not addressed herein are subject to the decision of NADCA. These rules and regulations have been formulated in the best interest of all exhibitors. The exhibitor understands and agrees to the information contained in this Prospectus, and any other issued by NADCA regarding the Fall Technical Conference; to abide by the payment policy; and acknowledges having read the NADCA Rules and Regulations, and agrees to distribute all information contained therein for proper execution to all individuals involved with exhibiting.

ENFORCEMENT OF RULES AND REGULATIONS

By applying for exhibit space or sponsorship, an exhibitor/sponsor agrees to adhere to all conditions and regulations outlined in the Prospectus and herein. Any violations may subject the exhibiting/sponsoring company to a loss of all privileges, i.e., company may not be invited to future NADCA Meetings.

Any exhibiting organization that fails to notify NADCA, in writing, prior to exhibit installation at the Fall Technical Conference of its intent to cancel is deemed a no-show. A no-show may result in a loss of exhibiting privileges at future NADCA Fall Technical Conferences, and no refunds will be issued. Whenever practical or appropriate in NADCA's view, disciplinary action may include refusal or termination of the exhibit/sponsorship.

Infractions of the spirit of the rules by potential exhibitors at any time may be considered in determining whether to accept an application from such company seeking to exhibit at any NADCA Meeting. Each exhibitor is granted nothing more than a temporary license to exhibit, subject to all the rules herein and the approval of the association. If NADCA determines that any exhibitor has failed to comply with any rule herein or any directive issued to the exhibitor, the association may terminate the license and close that exhibiting company's exhibit without notice. In all interpretations of NADCA Rules and Regulations, NADCA's decision is final.

BOOTH FEES, ASSIGNMENT PROCEDURES AND CANCELLATION INFORMATION

EXHIBIT ELIGIBILITY

All products and services exhibited must be germane to the study and practice of HVAC inspection, cleaning and restoration. Providers of business services in support of the industry are also permitted. NADCA retains the sole authority to determine the eligibility of any company and/or its product. NADCA reserves the right to refuse applications of organizations not meeting standard requirements or expectations. NADCA reserves the right to curtail or to close exhibits, wholly or in part, that reflect unfavorably on the character and the purpose of the meeting. This applies to displays, literature, advertising novelties, souvenirs, conduct of persons, etc.

SPONSORSHIP AND EXHIBIT APPLICATION TERMS

1. The undersigned agrees to pay 100% of all fees per the terms of this application made payable to **NADCA**.

2. Any company requesting to pay later than net 90 days after the receipt of invoice, agrees to pay a deposit in the amount equivalent to the cancellation processing fee.
3. All cancellations must be submitted to **NADCA** in writing. The date of receipt of supporter's written notice of cancellation will be considered the official cancellation date. If support is cancelled on or before August 20, 2022, all monies paid minus the cancellation processing fee will be returned to the supporter.
4. The cancellation processing fee for exhibits is \$150 per 8 x 8 exhibit.
5. Any company who cancels after August 20, 2022, will be responsible for the total cost. ***Please note that Coronavirus (COVID-19) refund requests made after August 20, 2022 will not be honored unless there is a government advisory prohibiting your attendance to the meeting.*** Absolutely NO Refunds for cancellations after August 20, 2022.

Paying by Wire Transfer?

It is important to note that most banks charge a service fee for Wire Transfers. **NADCA** charges a flat fee of \$50.00 USD for all payments being made by wire transfer to cover any bank service fees that are imposed. This additional amount will be reflected in your invoice.

This is for any Account that has indicated they are paying by Wire transfer.

ASSIGNMENT OF SPACE

NADCA reserves the right to make any revisions necessary to the floor plan. Exhibitors wishing to avoid assignment of space adjacent to that of a particular competitor should note that on their applications and notify NADCA. Careful consideration will be given to all such requests, but cannot be guaranteed. NADCA reserves the right to exercise its sole discretion in the acceptance or refusal of applications.

EXHIBIT PROGRAM RULES

ADMISSION INTO THE EXHIBIT HALL

NADCA shall have sole control over all admission policies at all times. All persons attending any function of the meeting will be required to register and wear an appropriate badge. Exhibitors or their representatives, who, in the association's opinion, conduct themselves unethically, may be dismissed from the exhibit hall without refund or appeal for redress.

For security purposes, the exhibit hall will not be open except during published hours. Exhibit personnel may enter the hall one hour prior to exhibits opening. The hall will be cleared of all exhibitors and guests 30 minutes after closing. Requests for access to the exhibit hall while closed will be considered on a case by case basis request to the Meeting Manager/NADCA Management.

AMERICANS WITH DISABILITIES ACT

Americans with Disabilities Act: Exhibiting companies are responsible for making booths accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold NADCA harmless from any consequences of exhibiting company's failure in this regard.

ANIMALS

The use of live animals in an exhibit for any purpose is prohibited.

BOOTH CONSTRUCTION

Every exhibit space should allow for the visibility of other spaces. The following rules for booth construction ensure that every exhibitor has reasonable sight lines to the aisle. All exhibits must conform to the standards set by NADCA, which are as follows:

- Electrical or other mechanical apparatus must be muffled so noise does not interfere with other exhibitors. For demonstrations of equipment that may have a noise disruption to surrounding exhibitors, a demonstration schedule must be set with the Meeting Manager in advance.
- No part of any equipment, or signs relating thereto, shall be posted, nailed or otherwise attached to columns, walls, floors, or other parts of the building or its furniture, in any way to deface same; damage arising by failure to observe these rules shall be payable by the exhibitor.
- Ceiling height in the exhibit hall is 10 feet.

BOOTH SIZES

Table Top Display

A table top display area is 8'x 8'. One 6' table measuring 30"x72" with one chair will be provided.

EXHIBITOR PERSONNEL

All participants affiliated with exhibits must register. Each person registered as an exhibitor must be employed by the exhibiting company or have a direct business affiliation. The exhibit badge allows access to the exhibit hall, Fall Technical Conference sessions and meal functions held within the exhibit hall. Exhibits must be staffed at all times during exhibit hours. NADCA strictly enforces the opening and closing hours. Those firms that do not keep their booths staffed and operating until the official closing time jeopardize their participation at future NADCA Meetings. Exhibitors and their employees are not permitted to open a hospitality suite, schedule a meeting, meal function or any other event during the official hours of the Fall Technical Conference.

The individual named on the exhibit contract will be the duly authorized representative in charge of the exhibit. This person will receive all official correspondence from NADCA referring to the exhibit and will be responsible for communicating all rules, regulations and additional information to all participating personnel from the exhibiting company. Additionally, this person will be the main contact person for the general service contractor.

FIRE REGULATIONS

All materials used in the exhibit area must be flameproof and fire resistant in order to conform to local fire ordinances and in accordance with regulations established by the National Association of Fire Underwriters. Crepe paper, corrugated paper, flameproof or otherwise, is not permitted. Display racks, signs, spotlights and special equipment must be approved before use, and all displays are subject to inspection by the Fire Marshall. Any exhibits or parts thereof found not to be fireproof may be ordered dismantled. All aisles and exhibits must be kept clear at all times, and fire stations and fire extinguisher equipment are not to be covered or obstructed. Enclosed areas in a booth need to be equipped with a UL approved battery-operated smoke detector and a 2A10BC Fire Extinguisher.

FOOD & BEVERAGE PRODUCTS

Distribution of food & beverage products from the exhibitor's booth is permitted with prior approval from the Exhibit Manager. All food & beverage service must be coordinated and purchased through the official catering department. Alcoholic beverages are permitted.

HAZARDOUS WASTE

Hazardous waste is any material being stored, recycled or thrown away that could cause injury or death, or pollute air, land, or water. Exhibitors who generate material fitting any of these criteria, in the course of their exhibiting activity, must follow these guidelines:

- Be aware of the full scope of the hazards associated with waste created with the exhibit.
- Conform to the requirements of all regulatory agencies having jurisdiction over the creation of hazardous waste in that location.
- Submit the name of the selected waste disposal company in writing to the NADCA Fall Technical Conference Manager no less than 30 days before the start of move-in.

INSURANCE AND LIABILITY – 2022 Fall Technical Conference

It is the sole responsibility of the exhibitor for any damages, claims, losses, liabilities or expenses arising from any injury to any person or property that arises out of or is in any manner connected with exhibitor's participation in the NADCA Fall Technical Conference, including its indemnity obligations herein. Exhibitor/sponsor should maintain general liability insurance in an amount sufficient to cover such obligations, including show cancellation insurance. Exhibitor must provide proof of insurance upon request. Exhibitor/sponsor acknowledges and agrees that it will obtain, at its own expense, any and all licenses or permits in order to comply with all local, state, and federal laws, ordinances and regulations for any of its activities in connection with the Fall Technical Conference.

Execution by exhibitor/sponsor of the application is the agreement to protect, indemnify, defend and hold harmless the National Air Duct Cleaners Association from and against any and all liabilities, losses, damages, suits, claims, demands, costs and expenses, including but not limited to reasonable attorney's fees in connection therewith, which may arise or result in any way from the wrongful acts or negligent acts of exhibitor/sponsor, its agents, contractors and employees.

In no event shall the National Air Duct Cleaners Association be liable to exhibitor/sponsor for any loss of business opportunities, or for any other type of direct consequential damages alleged to be due under any claim. For purposes of this paragraph, the parties indemnified and insured shall include NADCA, its officers, directors, members, agents and employees.

LOGO REQUIREMENTS AND USE

To ensure that your company receives the highest quality logo recognition, NADCA must receive your logo in a vector-based EPS format, as well as in a JPEG format. The level of sponsorship will determine size of logo in relation to other logos on general sponsorship signage. Sponsored item will determine the appropriate size of logo.

MUSIC LICENSING

NADCA has not obtained a music license authorizing the performance of either live or recorded music on the meeting's premises. As a condition of NADCA's acceptance of the exhibitor's application, exhibitor hereby warrants and presents that no copyrighted music will be performed, either live or recorded, at the direction of the exhibitor floor or in company leased rooms during the meeting dates unless the exhibitor has obtained written permission from the copyright owner for such use.

All copyright fees applicable to music or entertainment used as part of an exhibit are the full responsibility of the exhibitor. The exhibitor must make payment of the fees directly to the applicable copyright agency. Should the exhibitor violate the provision, the exhibitor agrees to indemnify, save, hold harmless, defend and bear all expenses as they are incurred by NADCA and its respective directors, officers, agents, employees, and each of them, from and against any and all claims, costs and expenses (including legal fees and expenses), demands, actions, and liabilities of every kind and character whatsoever with respect to the unauthorized use of copyrighted music.

NON-SMOKING POLICY

NADCA's policy strictly prohibits the use of tobacco products in all areas of the hotel (including during installation and dismantling) and all hotel meeting rooms hosting NADCA events. Exhibitors are responsible for ensuring that all individuals associated with the exhibiting company comply with this policy.

PHOTOGRAPHY AND VIDEOTAPING

Exhibitors are prohibited from entering other exhibitor's booths, or examining another exhibitor's display, without permission and the presence of the other exhibitor. Photographs or videos of exhibitor displays without express granted permission is prohibited.

PRE & POST-CONFERENCE MAILING LISTS

A complete electronic attendee list to include name and address will be furnished to all exhibitors after the Fall Technical Conference.

SECURITY

Each exhibitor is responsible for safeguarding its goods, materials, equipment and exhibit at all times during the event. Deliveries or removal of equipment are only permitted during move-in and move-out.

SELLING PRODUCTS OR SERVICES

The National Air Duct Cleaners Association's exhibit program educates attendees by providing information, services and products, and presenting industry trends pertinent to the technician's professional interest. Therefore, taking orders and selling exhibited products will be permitted. Exhibiting companies that sell taxable goods or services on site are responsible for registering as a dealer with the host state's Department of Revenue, reporting any such sales and paying applicable sales tax.

SHOW CANCELLATION POLICY

The parties agree that in the event that the Fall Technical Conference is cancelled in whole or in part, or its scheduled opening is cancelled or delayed, due to fire, explosion, strike, freight embargo, act of God, act of public enemy, act of war, war, act of terrorism, civil disturbance, act of any government declaration or regulation, epidemic or other event over which NADCA has no control, then the exhibitor contract may be immediately amended by NADCA, and exhibitor hereby waives any and all claims against NADCA for damages, reimbursement, refunds, or compensation.

SOLICATION

NADCA prohibits solicitations by non-exhibitors on the show floor or other areas where meeting functions are held.

SUBLETTING OF SPACE

The subletting, assignment, or apportionment of the whole or any part of space by any exhibitor is prohibited (i.e. no booth sharing). No exhibitors may permit any other party to exhibit in their space any goods other than those manufactured or distributed by the contracting exhibitor, or permit the solicitation of business by others within their space.

UNOCCUPIED SPACE

Space not claimed and occupied, or for which no special arrangements have been made in writing to NADCA prior to **7:00 pm on Thursday, September 15, 2022**, shall revert to NADCA to be occupied in any manner and for such purposes as NADCA may see fit. If an exhibit has not begun to be set up by to **7:00 pm on Thursday, September 15, 2022** NADCA Management may, but shall not be obligated to, order the exhibit erected at the expense of the exhibitor. Neither NADCA Management nor the official decorating company shall be responsible for any injury to person or damage to property incurred.

USE OF EXHIBITS

One of the purposes of the Fall Technical Conference is to provide exhibitors with an opportunity to interact with other exhibitors, attendees, NADCA staff and volunteers. Those contacts must be conducted in a cordial, professional manner. Inappropriate behavior or undesirable conduct including, but not limited to, verbal or physical abuse, whether threatened or performed, will not be permitted or tolerated. NADCA retains the right under this agreement to remove any exhibitor from the premises who, at NADCA's sole discretion, engages in inappropriate, undesirable, or abusive behavior.

Removal may also include the termination of the exhibitor's contract to exhibit. Exhibitor hereby waives any and all claims for damages against NADCA by reason of such removal. Removal under these circumstances may result in an exhibitor being barred from future NADCA Meetings.

Exhibits are subject to the approval of NADCA. NADCA reserves the right, even after an application has been approved, to refuse exhibits, curtail activities, or to close exhibits or parts of exhibits that do not, in NADCA's determination, comply with the NADCA Rules and Regulations governing the Fall Technical Conference; are contrary to NADCA's standards or public policies, positions, statements, or guidelines; or otherwise reflect unfavorably on the character of the conference.

As a courtesy to attendees and fellow exhibitors, all exhibits must be opened on time and remain staffed at all times during exhibit hours. Exhibitors or exhibitor representatives (including public relations, advertising or design firms) must conduct all marketing and promotional activity within the contracted exhibit space. Placement of signs, promotional materials, or canvassing in any part of the hotel outside of the exhibitor's booth is prohibited.

These practices are prohibited at the Fall Technical Conference:

- Obstruction of aisle space due to any activity in an exhibitor's booth.
- Audio systems that disturb neighboring exhibits. (Using an open audio system is strongly discouraged. The exhibitor must stop using the system if, in NADCA's opinion, the sound level is objectionable to the attendees or adjacent exhibitors. Further, the exhibitor is responsible for any and all fees that may be due for use of copyrighted music used in audio presentations.)
- No excessively loud audio or mechanical equipment will be permitted. The decision of NADCA's Meeting Manager will be final in determining excessive noise levels.

UNAUTHORIZED MACHINERY

At no time whatsoever will it be permissible to operate gasoline powered equipment (or other equipment that exhausts potentially harmful fumes) in the exhibit hall. Operation of ozone generating machines is also prohibited.