

# EXHIBIT RULES & REGULATIONS

The rules and regulations contained herein are intended by the National Air Duct Cleaners Association (NADCA) to serve the best interest of the Annual Meeting & Exposition, the exhibitors, sponsors and registrants, and to give notice to applicants 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/Sponsors 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 exhibiting/sponsoring company understands and agrees to the information contained in this Prospectus, and any other issued by NADCA regarding the Annual Meeting & Exposition; 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.

## REGISTRATION CANCELLATION / REFUND POLICY

Cancellation requests must be submitted in writing by midnight **January 20, 2023**. Please e-mail your request to [cderoose@nadca.com](mailto:cderoose@nadca.com) or [meetings@nadca.com](mailto:meetings@nadca.com).

All requests submitted after **January 20, 2023** will not be honored. Please note that Coronavirus (COVID-19) refund requests made after **January 23, 2022** will not be honored unless there is a government advisory prohibiting your attendance at the meeting.

## ENFORCEMENT OF RULES AND REGULATIONS

By applying for exhibit space or sponsorship, an exhibiting/sponsoring company agrees to adhere to all conditions, rules, and COVID-19 protocols 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/sponsoring company that fails to notify NADCA, in writing, prior to the Annual Meeting & Exposition of its intent to cancel is deemed a no-show. A no-show may result in a loss of exhibit/sponsor privileges at future NADCA Annual Meeting & Expositions, 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 exhibiting/sponsoring company at any time may be considered in determining whether to accept an application from such company seeking to exhibit at any NADCA Meeting. Each exhibiting/sponsoring company 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 exhibiting/sponsoring company has failed to comply with any rule herein or any directive issued to the exhibiting/sponsoring company, the Association may terminate the license and close that company's exhibit and/or remove sponsor materials without notice. In all interpretations of NADCA Rules and Regulations, NADCA's decision is final.

## FEES, ASSIGNMENT PROCEDURES AND CANCELLATION INFORMATION

### ELIGIBILITY

All products and services 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.

### TERMS OF PAYMENT

The exhibiting/sponsoring company agrees to enclose with the application full payment. Payments should be by credit card or by check in US dollars drawn on a US bank payable to NADCA. Booth space will not be assigned under any circumstances unless accompanied by full payment. Any company requesting to

pay later than net 30 days after the receipt of invoice, agrees to pay a deposit in the amount equivalent to the cancellation processing fee, at the time of application. (\$200 per 10 x 10 exhibit or 10% of total sponsorship/advertising fee)

## ASSIGNMENT OF SPACE

Space will be assigned first according to booth size (largest booths first) and then according to Priority Points (for NADCA Associate Members only). Assignment of exhibit space made by NADCA is considered accepted unless rejected in writing and received by NADCA management within 14 days from the date space confirmation was received.

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. 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.

## PRIORITY POINTS

**Booth assignments are made based on a Priority Point system for Associate Members. Priority Points are awarded as follows:**

- A) One (1) point for each 10x10 booth purchased each year
- B) One (1) point for every \$1,000 spent on an Annual Meeting Sponsorship or Advertising Package
- C) One (1) point for sponsorship of a vendor-led webinar series
- D) One (1) point for each full-page ad in DucTales.

Points earned each year are added to the company's cumulative total. Points are never deleted or dropped off. If companies have the same number of points, the tie breaker is based on the number of booths purchased, then by the date exhibit contract was received.

## CANCELLATION POLICY

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 **Friday, January 20, 2023**, all monies paid minus the cancellation processing fee will be returned to the supporter.

The cancellation processing fee for exhibits is \$200 per 10 x 10 exhibit and 10% of the total sponsorship and/or advertising fee.

Any exhibiting/sponsoring company who cancels after **January 20, 2023**, will be responsible for the total cost. Absolutely NO Refunds after **January 20, 2023**.

## EXHIBIT PROGRAM RULES

### ADMISSION

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/Sponsors or their representatives, who, in the association's opinion, conduct themselves unethically or in violation of the Code of Conduct, may be dismissed from the exhibit hall without refund or appeal for redress. Exhibitor personnel hereby agree to comply with all COVID-19 protocols and preventative measures in place at the host hotel and in not doing so, waive all rights to entrance. No refunds will be issued if a violation of COVID protocols or Code of Conduct are observed.

### 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 CARPET

The exhibit hall is carpeted.

## 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:**

- No obstructions in the front half of the booth above a height of 40-inches are permitted. The booth height of 8-feet, inclusive of company name and logo, may be maintained up to 50% of the distance from the back wall toward the front of the space.
- 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 Exhibit Hall is 12 feet.**

**Additional guidelines may be found in the Official Exhibitor Kit.**

## BOOTH SIZES

### IN-LINE BOOTH

An in-line booth is 10-feet wide, 10-feet deep, and 8-feet high. See diagram for line of sight restrictions.

### CORNER BOOTH

A corner booth is 10-feet wide, 10-feet deep and 8-feet high and is at the end of a row of in-line booths with access to two aisles. Two corner booths side by side are prohibited (known as an “end cap”) unless it is an island booth (four booths or more, see below for details). See diagram for line of sight restrictions.

## ISLAND BOOTH

An island booth is 20-feet wide and 20-feet deep or larger. The island exhibitor receives the following benefits: a) waiver of sidewall restrictions; and, b) increased visibility from all areas of the exhibit hall.

## TRUCK EXHIBIT SPACE

Truck Exhibit Space is available inside the exhibit hall this year, in 20' x 20' approximate sizes. Exhibitor must have purchased at least one 10' x 10' booth to qualify for purchase of a truck space. Additional truck space beyond the 20' x 20' can be purchased for \$1,000 per 400 sq. ft.

## CHILDREN

NADCA does not allow children under 18 years of age at any time. For reasons of insurance, liability and safety, strollers and infant carriers will not be allowed.

## EXHIBITING/SPONSORING COMPANY PERSONNEL

All participants affiliated with an exhibitor or sponsor must register. Each person registered as an exhibiting/sponsoring company must be employed by that company. The exhibit badge allows access to the exhibit hall, Annual Meeting sessions and meal functions. Exhibits must be staffed at all times during exhibit hours. Additional exhibit staff badges are available for a fee. 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. Exhibiting/Sponsoring Company 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 Annual Meeting & Exposition.

The individual named on the contract will be the duly authorized representative in charge of the exhibit/sponsorship package. This person will receive all official correspondence from NADCA referring to their participation and will be responsible for communicating all rules, regulations and additional information to

all participating personnel from the company. Additionally, this person will be the main contact person for the general service contractor.

Exhibitors will receive two exhibit booth passes (inclusive of attending educational sessions), with one of those individuals being allowed to receive CECs for attending the educational sessions.

It is noted that one individual being allowed to receive CECs for attending educational sessions is limited to the first booth purchased only. Additional booths are discounted and therefore, are not eligible to receive CECs as part of their exhibit booth passes entitling them to attend the educational sessions.

## 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/Sponsors who generate material fitting any of these criteria, in the course of their participation, must follow these guidelines:

Be aware of the full scope of the hazards associated with waste created.

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 Annual Meeting & Exposition Manager no less than 30 days before the event.

## INDEPENDENT CONTRACTORS

Exhibitors/Sponsors who plan to use service contractors other than those appointed by show management must notify NADCA in writing on or before **February 1, 2023** using the Exhibitor Appointed Contractor Form in the Exhibitor Services Online Manual. Independent contractors must abide by the following:

- Perform all services in a timely and professional manner, in accordance with NADCA established deadlines.
- Not engage in solicitation of business on the exhibit floor for present and/or future conventions.
- Provide a Certificate of Insurance to NADCA no later than **March 1, 2023**.
- Pre-register all employees and temporary help.

## INSURANCE AND LIABILITY – 34TH ANNUAL MEETING & EXPOSITION

It is the sole responsibility of the exhibiting/sponsoring company 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 exhibiting/sponsoring company's participation in the NADCA Meeting & Exposition, including its indemnity obligations herein. Exhibiting/sponsoring company should maintain general liability insurance in an amount sufficient to cover such obligations, including show cancellation insurance.

Exhibiting/sponsoring company must provide proof of insurance upon request. Exhibiting/sponsoring company acknowledges and agrees that it will obtain, at its own expense, any and all licenses or permits in order to comply with a local, state, and federal laws, ordinances and regulations for any of its activities in connection with the Annual Meeting & Exposition.

Execution by exhibiting/sponsoring company 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 exhibiting/sponsoring company, its agents, contractors and employees.

In no event shall the National Air+ Duct Cleaners Association be liable to exhibiting/sponsoring company 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. For web use, a PNG is preferred. 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.

## OFFICIAL SERVICE CONTRACTOR INFORMATION:

### LABOR, SHIPPING, DECORATING, AND FURNISHING

The Show Decorator is Vista Convention Services. Please refer to the official Exhibitor Kit for this information.

## 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 exhibiting/sponsoring company 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/sponsors after the Annual Meeting & Exposition.

## SECURITY

Each exhibiting/sponsoring company 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.

NADCA provides security guard service for the perimeter of the Exhibit Hall, but neither the guard service nor NADCA will be responsible for loss of or damage to any property. Once the show opens, a pass must be obtained from the Security Manager to remove any material or equipment.

## 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/services will be permitted. 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 Annual Meeting & Exposition 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 exhibiting/sponsoring company contract may be immediately amended by NADCA, and exhibiting/sponsoring company hereby waives any and all claims against NADCA for damages, reimbursement, refunds, or compensation.

## SOLICITATION

NADCA prohibits solicitations by non-exhibitors/sponsors at the event 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 2:00 pm on **Monday, March 27, 2023**, 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 2:00 pm on **Monday, March 27, 2023**, 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 EXHIBIT/SPONSORSHIP

One of the purposes of the Annual Meeting & Exposition is to provide exhibitors/sponsor 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 or in any way violates the Code of Conduct.

Removal may also include the termination of the exhibiting/sponsoring company's contract. Exhibiting/sponsoring company hereby waives any and all claims for damages against NADCA by reason of such removal. Removal under these circumstances may result in company being barred from future NADCA Meetings.

Exhibiting/sponsoring companies 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 Annual Meeting & Exposition; 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 designated space is prohibited.

## THESE PRACTICES ARE PROHIBITED AT THE ANNUAL MEETING & EXPOSITION:

- 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.