

## **Please Read Carefully**

**1. PURPOSE OF THE EXHIBITS:** To disseminate knowledge and promote the development of the Park and Recreation industry. The exposition will serve to introduce new products and services to the market and educate individuals in these areas with regard to these technologies. Only exhibitors whose materials are related to those purposes will be allowed to maintain displays. NRPA reserves the right to refuse space to any applicant for exhibition space, or to restrict the use of any material, that, in the sole discretion of NRPA, is unlikely to contribute to the overall objective(s) stated above. Exhibiting firm agrees to comply with the Exhibit Rules and Regulations, NRPA policies and terms of registration, and to ensure that all company representatives attending the 2023 NRPA Annual Conference also comply with them. NRPA reserves the right to make revise and amend the conditions, rules, and regulations as NRPA Management deems necessary to enhance the success of the exposition, and to decline or prohibit any exhibit which in its judgment is out of keeping with the character of the Conference, this reservation being all-inclusive as to persons, things, printed materials, products, and conduct.

**2. CONTRACT FOR SPACE:** The "Exhibit Space Application" must be completed in its entirety and must be accompanied by a deposit of 50% of the total booth cost requested. If deposit payment is not received within 30 days of booking booth space or if an application is incomplete, NRPA reserves the right to release the booth. Applications will not be processed, and space will not be assigned until BOTH the signed contract and deposit have been received by the National Recreation and Park Association (NRPA). The "Exhibit Space Application" constitutes a legally binding contract between NRPA and the exhibitor upon signing. The rules and regulations stated here and within the Exhibitor's Service Kit, as well as in the NRPA Exhibit Guidelines, constitute a bona fide part of the contract for space. NRPA reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success and well-being of the exposition. NRPA's decisions and interpretations shall be accepted as final in all cases. NRPA reserves the right to accept or reject applications and to allocate booth space.

**3. ASSIGNMENT OF SPACE:** All booth space will be assigned at NRPA's sole discretion with due regard to the company's history and support of the Association. Assignments will only be made upon completion of the "Exhibit Space Application" and collection of the full 50% deposit. NRPA's

decision to assign booth space will be final and binding to all exhibitors. All booth spaces are confirmed in writing and the position allocated is definitive; provided however, NRPA reserves the right to change the allocation of booth spaces in case of emergency, unforeseen and/or unavoidable circumstances, causes beyond its control, and/or such change is in the best interest of the exposition as determined in the sole discretion of NRPA.

## **4. PAYMENT TERMS AND CONDITIONS:**

For contracts signed prior to April 14, 2023, a 50% deposit must accompany the application, with payment in full due by April 14, 2023. For contracts signed after April 14, 2023, payment in full is required with the application. All late payments and delinquent accounts are subject to a one-time fee equal to 10% of the outstanding balance as of the due date listed above. If an exhibitor's account is determined delinquent (30 days late), the exhibitor agrees to pay all collection agency fees and any other costs incurred by NRPA in collecting debts. NRPA reserves the right to vacate and re-sell booths for any space that has not met the payment terms and conditions of this contract. NRPA reserves the right to modify the payment schedule based on the exhibitor's previous payment or credit history with NRPA. Failure to make payments does not cancel Exhibitor's liability. Space cancellation notices must be submitted to NRPA in writing and cancellation fees will be owed according to the terms outlined below. If full payment is not received within the payment schedule assigned, NRPA reserves the right to charge any credit card on file.

**5. CANCELLATION/DOWNGRADE BY EXHIBITOR:** All cancellations must be submitted in writing to:

[exhibits@nrpa.org](mailto:exhibits@nrpa.org) with "Request a Delivery Receipt" and "Request a Read Receipt" checked. It shall become effective when received and is acknowledged in writing by NRPA. Both Exhibitor and NRPA acknowledge that NRPA will sustain substantial losses if Exhibitor cancels or downgrades its contract. Even though NRPA will exercise its reasonable business efforts to mitigate the damages associated with Exhibitor cancellation, the parties agree that NRPA will nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty of determining and providing said losses, the Exhibitor agrees to pay the following as liquidated damages if Exhibitor cancels/downgrades its exhibit space on or within the time periods specified below. Should Exhibitor cancel all or part of the exhibit space contracted, Exhibitor is liable for: a) 50% of the total Exhibit Space Cost if cancellation is made by January 20, 2023; or b) 100% of the total Exhibit Space

cost if cancelled on or after January 20, 2023. Payments must be received within thirty (30) days of the cancellation notice to be considered cancelled under the terms of this Agreement. All payments made or due to NRPA shall be fully earned and non-refundable in consideration for expenses incurred by NRPA and its loss or deferred opportunity to provide exhibit space to others. All cancellation fees that may become due hereunder are acknowledged by Exhibitor as liquidated damages and are not applicable toward any future NRPA sponsored shows or events. NRPA will invoice Exhibitor for cancellation fees in excess of payments. Invoices for cancellation fees are due upon receipt. This balance must be paid in full before Exhibitor can exhibit in any other NRPA-sponsored show or event. If Exhibitor cancels its participation, NRPA may, at its discretion, cancel all other contracts between Exhibitor and NRPA. Exhibitors submitting an Exhibit Space Contract during the pre-sale space selection for exhibit space will be financially liable for 10% cancellation/downgrade fee immediately and a 20% cancellation/downgrade fee after 10 calendar days.

**6. INSTALLATION AND DISMANTLING:** Until full booth fee has been received and certificate of insurance as required under the terms of this Agreement has been provided, exhibitor will not be allowed to set up, nor will freight be delivered to the booth. Exhibitor must install exhibit in contracted space by 9:00 a.m., Tuesday, October 10, 2023 or face possible reassignment of space or reallocation for NRPA Management purposes. Exhibitor must not dismantle, exit, nor begin packing before the designated closing time of the exhibition. Permission from NRPA Management is required for delivery or removal of any portion of an exhibit during the open exhibition hours. Unless NRPA Management has received written notification of a late arrival, an Exhibitor will be considered a “No Show” if their booth is not set by 9:30 a.m., Tuesday, October 10, 2023, and contracted space may be released without refund. Should an Exhibitor arrive after the deadline, there will be no obligation on the part of NRPA Management to reassign the Exhibitor to their original location. All information relating to the constructing, fitting, and dismantling of stands will be provided to each Exhibitor in the Exhibitor’s Service Kit to include order forms for technical installations (electricity, telephone, furniture, etc.). These installations are at the expense of the Exhibitor, as are the related costs for consumption and use. The exact timetable of move in/move out days will be given in the Exhibition information. The Exhibitors must follow these instructions. Extension of set-up and break down days beyond those fixed by NRPA will be at an additional charge

to the exhibitor and depend entirely on the availability of the venue. The setting-up of booths (structure + design) must be pre-approved by NRPA. This ensures that the local conference location regulations are respected. The setting up of booths (structure and decoration) must be executed with materials that are not easily flammable and which do not give off harmful gases under the effect of heat.

**All exhibitors must provide approved floor covering in exhibit booth at their own expense.**

Any parts or exhibits exceeding the dimensions of the stand limits may be removed from the Exhibition area by NRPA or its team, at the expense of the Exhibitor.

**7. RESTRICTIONS, REJECTIONS, AND PENALTIES:** NRPA Management reserves the right, in keeping with NRPA’s determination to provide the best atmosphere for conducting business to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which because of noise, safety hazards, or for other prudent reasons becomes objectionable. If an exhibit or exhibitor is ejected for violation of these rules and regulations, no return of space rental fee shall be made. Each exhibitor agrees as follows:

*SALE OR DISTRIBUTION OF MERCHANDISE:* Sales transactions of any kind, are NOT PERMITTED on the show floor. Exhibitors may show, discuss, explain and demonstrate items or services and/or take orders for processing at a later date, but may not make sales transactions of any kind, which would result in the exchange of merchandise and/or money in the exhibit hall.

*SUBLEASING SPACE:* Exhibitor may not assign, sublet, or apportion space in whole or in part, nor exhibit any products or services other than those manufactured or handled in the normal course of business, nor permit any agent or any exhibiting firm to solicit business in said space. If special circumstances warrant an exception, permission must be obtained in writing from NRPA Management, which reserves the right to render final judgment. Program book listings are limited to one entry per contracted exhibiting company. Subleasing or multi-company sharing of exhibit space is subject to the following conditions: A company may sublet to its subsidiaries, and a national government agency may sponsor a multiple company exhibit if:

Minimum space allocation shall be 100 sq. ft. per company represented. All co-tenants agree in writing in a form acceptable by NRPA to be bound by the terms and conditions of this contract.

*LABOR:* In order to conform to union contract rules and regulations, it will be necessary that Exhibitor use qualified union personnel for the various services required for installing and dismantling exhibits, and for material handling within the show. The handling, placing, or setting out of merchandise that is to be displayed does not require union labor, and may be done by Exhibitor. Union regulations will be provided in the Exhibitor Service Manual.

*SOUND DEVICES, SOUND LEVELS, MUSIC AND COPYRIGHTS:*

Show management reserves the right to determine acceptable sound devices and sound levels. All sound devices to be used on the exhibit show floor must be pre-approved by Show Management. Use of microphones and public address equipment is not permitted without prior written approval. Approved sound devices must be operated so as not to disturb other Exhibitors and not exceed 80 dB as read on the "A" scale of a sound level meter. If playing music, Exhibitors are responsible for obtaining permission to use copyrighted materials. NRPA Management will use professional electronic monitoring equipment, which can objectively monitor sound levels at individual booths. Show Management will advise exhibitors to adjust their sound systems to be under the predetermined decibel level, which should not exceed 80 dB.

*PHOTOGRAPHY AND RECORDING RIGHTS:*

The photographic and recording rights for the Exposition are reserved exclusively for NRPA. Photographic and video equipment is strictly prohibited in the exhibit hall. Exhibitors wishing to take photographs or videos must make advanced arrangements with Show Management and must be limited to exhibitor's exhibit space. Any photographs and recording outside of exhibitor's space require the written approval of the subject.

NRPA reserves the right to use photos and videos that may show exhibitor's company name or representatives in future educational and marketing materials. Exhibitor grants to NRPA a limited, revocable, non-transferable license to use exhibitor's name, acronym and logo in connection with such materials.

Exhibitor represents and warrants that it is either the author or owner of all rights to any materials used at the event ("Exhibitor Content"), and that the Exhibitor Content does not infringe the rights of others, and that exhibitor has full power and authority to submit the content and to grant this license to NRPA. Exhibitor agrees to indemnify and hold NRPA harmless from any claim by third parties alleging that exhibitor granting this license in any way

infringes such third party's rights to any or all of the exhibitor Content.

This Agreement or the existence of this Agreement shall in no way be construed as an understanding that NRPA recommends or endorses exhibitor or its services or products to any third party, other than the provision of benefits agreed upon herein related to the event. Other than as agreed herein, exhibitor shall not advertise its exhibitor or collaborator status under this Agreement in any manner that could be construed as endorsement by NRPA of its products or services.

This Agreement in no way transfers any ownership of NRPA's names, trademarks or logos to exhibitor. Except as explicitly permitted in this Agreement, exhibitor shall not use any NRPA name, trademark or logo without express written permission from NRPA. Exhibitor acknowledges and agrees that any breach of this section will result in substantial and serious harm to NRPA, the extent of which cannot be reasonably or adequately compensated in damages in an action at law and may cause irreparable harm to NRPA. Exhibitor, therefore, expressly agrees that NRPA, in addition to any other rights or remedies which NRPA may possess, shall be entitled to seek injunctive or other equitable relief to prevent a breach of this paragraph by exhibitor.

*CHILDREN:* For safety and insurance reasons, no person under 16 years of age will be allowed on the show floor during exhibition set-up or tear down. During open exhibit hours ONLY, children under 18 will be allowed only if accompanied by an adult with a badge and a signed waiver of liability form.

**8. PROMOTIONS, DEMONSTRATIONS AND PRIZE**

**DRAWINGS:** Promotions and prize drawings will be allowed within guidelines determined by NRPA Management, subject to applicable laws, at the sole liability of the exhibitor. Demonstrations, promotions, interviews and distribution of literature, etc., are permitted only within the exhibitor's space. No activity, demonstrations, sampling, giveaways, solicitation, etc., will be permitted in the exhibit hall aisles or in the convention center public/common areas. Samples or souvenirs may not be sold. No person, firm, or organization not having contracted with NRPA for the occupancy of booth space will be permitted to display or demonstrate its products/services, or distribute promotional materials in the exhibit hall, public areas of the center or in hospitality suites. Any infringement of this rule will result in the prompt removal of the offending persons

from the hall. Advertising on site is only possible through the channels offered by the NRPA.

**9. CARE OF BUILDING AND EQUIPMENT:** Exhibitors and their agents shall not injure or deface the walls, floors, or any part of the exhibit building or any booth materials and equipment or another exhibitor, contractor, or Exposition Management. When such damage appears, the exhibitor causing such damage is liable to the owner of the property so damaged.

**10. SECURITY:** Twenty-four (24) hour security will be provided by NRPA throughout the entire Exhibit, including set-up and teardown days. Any theft is to be reported to security at once. Individual booth security is available at an additional fee to exhibitors. Exhibitors are advised to carry appropriate insurance to cover display materials against damage and loss, and public liability insurance against injury to the person and property of others. While NRPA will take reasonable precaution to protect property during installation, show period, and removal, neither NRPA, the sponsor of the exposition, exposition management, service contractors, convention center premises and building or grounds officials, nor any officer, staff members, or directors of any of the same shall be liable for any theft to the property or damage to the property by fire, accident, vandalism, or other causes. All property of the exhibitor will remain under exhibitor's custody and control in transit to, from, and within the confines of the exhibit hall, subject to the rules and regulations of the exposition.

**11. INDEMNIFICATION:** Upon signing the Exhibit Space Application, exhibitor agrees to indemnify, defend, and hold harmless the NRPA, its managers, officers, members, sponsors, employees, volunteers, agents, convention center premises, agents, and employees ("Indemnified Parties") from any and all claims, liabilities, expenses, actions, losses, and damages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy/participation or use of the exposition premises or a part thereof in any manner, except to the extent caused by the willful misconduct or gross negligence of the Indemnified Parties. Indemnity includes, but is not limited to, claims of copyright, trademark, or patent infringement, unfair competition, product liability, delays or failure in performance or interruption of services, loss of use, loss of business leads or income.

**12. LIMITATION OF LIABILITY:** NRPA's potential liability to Exhibitor for any claim related to this agreement is limited to the amount of the total booth price to be paid by

Exhibitor, less any NRPA expenses incurred. IN NO EVENT SHALL NRPA BE LIABLE TO EXHIBITOR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES RELATING TO THIS AGREEMENT, regardless of whether such losses or damage were foreseeable or NRPA was informed of the possibility of such losses or damages.

**13. LAWS:** This contract shall be constructed, governed, and enforced in accordance with the laws of the state of Virginia and its courts or the laws of the jurisdiction of the exposition, whichever enforces the terms set forth herein. If NRPA needs to bring a suit to enforce any of its rights outlined, NRPA shall be entitled to recover all costs from the suit (including attorney's fees.)

**14. CONFERENCE POSTPONEMENT AND/OR CANCELLATION.** NRPA, in its discretion, shall have the right to postpone or cancel the conference and exhibit in its sole discretion and in no way shall be liable to the exhibitor for losses resulting from such delay or cancellation. NRPA 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: by reason of the facility being damaged or destroyed by fire, act of God, pandemic or disease outbreak, including but not limited to COVID, public enemy, war, or insurrections, terrorism, strikes, lockout, injunction, emergency, the authority of the law, postponement or cancellation of the exposition, or for any cause beyond its control. In case the exposition shall not be held, for any reason whatsoever, the rental and lease of space to the exhibitor shall be terminated, which case the limit of claim for damage and/or compensation by the exhibitor shall be the pro rata share based on the expenses incurred at the time of cancellation. Exhibitors shall not be entitled to any compensation should a "force majeure" prevent the Exhibition from being held or limit its size or modify its nature. Should it not be possible for the Exhibition to open, all rental fees shall remain the property of NRPA up to a sum corresponding to the amounts for which the Exhibitor is already committed. If the Exposition is cancelled due to inclement weather or COVID or other conditions beyond NRPA's control, any exhibitor payments for exhibit space will be refunded, subject to a reasonable expenses as determined by NRPA. Payments may be deferred in NRPA's reasonable discretion. NRPA reserves the right to modify at any time the provisions of the present regulations.

**15. INSURANCE:** As a requirement for participation, exhibitors shall carry adequate insurance to protect

themselves against bodily injury (including death), loss, and property damage or destruction of property claims arising from Exhibitor's participation in the NRPA Annual Conference, including but not limited to (i) Workers' Compensation with statutory limits; Employers Liability with minimum limits for bodily injury: (a) by accident, \$500,000 per each accident (b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000. The policy shall include a waiver of subrogation as to Global Spectrum, LP d/b/a Spectra Venue Management and the City of Dallas, its officers, agents and employees (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million dollars (\$1,000,000) per occurrence, combined single limit for both bodily injury and property damage, \$2,000 annual aggregate and (iii) comprehensive automobile Liability coverage, including (as applicable) owned, non-owned and hired vehicles, in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit (iv) "Umbrella" or Excess Liability Insurance providing coverage following form of the primary liability coverages required hereinabove with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. Global Spectrum, LP d/b/a Spectra Venue Management and the City of Dallas shall be named as an additional insured. Said insurance shall name NRPA, the convention center premises and/or city, as well as any other entity required by contract as additional insured, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against the NRPA, the convention center premises and/or city, as well as any other entity required by contract. Further, said insurance shall include a provision for notification to NRPA at least thirty days (30) prior to cancellation. Exhibitor shall furnish NRPA with a certificate of Insurance verifying such coverage with space application. Exhibitor shall not commit any acts in the Convention Center which might violate any insurance policy held by the NRPA, the Operator, or any other party regarding the Convention Center. Contact NRPA Management for further information.

**16. ANCILLARY MEETINGS AND ACTIVITIES:** NRPA prohibits Exhibitors to plan ancillary meetings or events that conflict in any way with the 2023 NRPA Annual Conference program. This includes all conference sessions and special events. Scheduling of any meeting or event in conflict with the 2023 NRPA Annual Conference program may result in

the immediate termination of cancellation of the exhibit space at exhibitor's sole expense and prohibition of exhibitor from future NRPA events.

**17. AMENDMENT TO CONTRACT REGULATIONS:** Any and all points not covered specifically are subject to the discretion of NRPA. NRPA may, in its sole discretion, make reasonable changes, amendments, or additions to contract regulations. Any such changes shall be binding on Exhibitor equally with the other regulations contained herein.

**18. PREMIUM EXHIBITOR PACKAGE:** The purchase of this package is required for spaces denoted on the map with a black outline and gray background. In regard to the benefits, NRPA does not release an attendee or membership list directly to your company. Lists are for direct mail only. We provide the list to a mail house that you send your marketing materials to for distribution. Any costs associated with sending direct mail marketing is at the expense of the exhibitor and is not included in the Premium Exhibitor package fee. NRPA cannot guarantee the number of participating attendees on this list.

**19. COMPLIANCE WITH LAWS; LOCATION REGULATIONS.** Exhibitor shall comply with all national, state and local laws and all rules and regulations at the exposition premises, including any union labor work rules and health, fire and safety regulations and regulations regarding COVID-19, including but not limited to wearing masks, physical distancing, vaccinations, and sanitization.

**20. COVID-19.** Exhibitor acknowledges that COVID-19 has been declared a worldwide pandemic by the World Health Organization. NRPA cannot guarantee that Exhibitor's personnel and guests will not become infected with COVID-19 at the exposition. Exhibitor shall indemnify the Indemnified Parties against all claims by Exhibitor's personnel and guests arising out of or related to infection with COVID-19, whether before, during or after attendance at the exposition. NRPA may require individuals registered by Exhibitor to acknowledge the risks of COVID-19 infection and waive liability prior to participation at the exposition.

**21. Health and Safety Protocol Commitment:** By contracting to exhibit at the NRPA Annual Conference, the exhibitor agrees to abide by, and engage in specific health and safety protocols and beneficial conduct while exhibiting at the event. This may include (but is not limited to): providing a coronavirus (COVID-19) vaccination card or negative test result proof prior to attending the conference, submitting to daily health screenings and temperature checks, wearing a mask in public areas, engaging in

appropriate physical distancing behaviors, and not attending the event if you feel ill or have been recently exposed to the coronavirus (COVID-19). Protocols are subject to change and will be communicated in advance of conference.

**22. ASSUMPTION OF RISK AND WAIVER.** Exhibitor acknowledges that there may be risks and dangers not known to NRPA or not reasonably foreseeable at this time. Exhibitor acknowledges that there are risks and uncertainties inherent in participating, including but not limited to illness, death and/or damage to person or property due to the negligent acts or omissions of NRPA and/or others. These risks may be caused by Exhibitor or NRPA's negligence or the negligence or inaction of others. Exhibitor acknowledges, understands, and agrees that all the risks and dangers described throughout this agreement, including those caused by Exhibitor's own negligence and/or others, are included within this agreement. Exhibitor acknowledges, understands, and assumes the risks, if any, arising from the conditions and use of any locations for the exposition and related premises and acknowledges and understands that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said areas. It is the purpose of this agreement to exempt, waive and relieve NRPA from liability for personal injury, property damage, and wrongful death, including if caused by negligence, if any, of NRPA.

**Exhibitor waives, releases and relinquishes, discharges and covenants not to sue NRPA, its officers, directors, employees, affiliates, and agents from any and all claims for liability, cause(s) of action, demands, damages, costs, loss of service, expenses and compensation, including known and unknown, for personal injury, illness, property damage, wrongful death or loss of any kind whatsoever suffered in connection with the exposition, arising out of participation in the exposition, whenever or however they occur and for such period said exposition may continue, even if caused by the negligence (but not the gross, reckless, willful, or fraudulent conduct) of NRPA or third parties, including but not limited to in any way related to COVID-19 and whether a COVID-19 infection occurs before, during, or after participation in the exposition.**