

## Contract Conditions/Rules & Regulations

Exhibit Space Contracts and Sponsorship Contracts are subject to the approval of the National Institute of Pension Administrators, Inc. (NIPA).

NIPA reserves the right to determine the eligibility of exhibitors and/or sponsors for inclusion in the Business Management Conference (BMC), NAFE or Partner Program. NIPA may prohibit an Exhibitor or Sponsor from participation in any NIPA event and/or program for any reason in the opinion of the NIPA Executive Director.

### Cancellation of BMC Sponsorship

Sponsors desiring to cancel sponsorship, after having submitted a signed contract and fee, must do so in writing by emailing Nicole Boland at [nboland@nipa.org](mailto:nboland@nipa.org). No refunds whatsoever will be made on cancellations of sponsorship.

### NAFE Cancellation of Sponsorship

If for any reason beyond NIPA's control NIPA determines that NAFE must be shortened, delayed, dates changed (same calendar year), or otherwise altered or changed (collectively "Show Adjustment"), Exhibitor understands and agrees that NIPA shall not refund any Exhibit Booth fees paid to it by Exhibitor. If for any reason beyond NIPA's control NIPA determines that The NIPA Show must be cancelled, Exhibitor understands and agrees that NIPA shall apply the fees paid to it by Exhibitor to the virtual event, the same event occurring in the following calendar year or another year round sponsorship with NIPA. Further, Exhibitor understands that all losses and damages that it may suffer as a consequence of a Show Adjustment or cancellation are its responsibility and not that of NIPA or its directors, officers, employees, agents or subcontractors. Except as otherwise provided for above, Exhibitor understands that it may lose all monies it has otherwise incurred for the Show, including travel to the Show, setup, lodging, decorator freight, employee wages, etc.

### Hotel Rooms/Meeting Rooms/Suites/Room Drops

Exhibitors and Sponsors can make housing reservations after their contracts are received at NIPA Headquarters. Housing reservation forms will not be available to a company before its contract is

completed and returned with the appropriate fee. NIPA reserves the right to control all suites and meeting rooms at The JW Marriott Nashville during the NAFE. Request forms for function space, including meeting and hospitality rooms, will be sent to Exhibitors and Sponsors upon request by NIPA Headquarters.

NIPA reserves the right to control all suites and meeting rooms at the Sanctuary on Camelback Mountain during the BMC. Request forms for function space, including meeting and hospitality rooms, will be sent to Sponsors upon request by NIPA Headquarters.

No entertainment, meetings, tours or similar activities will be permitted in hotel suites, meeting rooms or other private or public facilities during hours which conflict with NIPA exhibit hours or NIPA meeting hours. Any exceptions, if granted, must be obtained from NIPA in writing.

Room drops are only permitted by those who are sponsoring a room drop through NIPA's Sponsorship Program. Distribution or display of promotional material in or to attendees' hotel sleeping rooms, public areas or educational session rooms is strictly prohibited unless: (1) the Exhibitor has submitted a request in writing and a sample of the promotional material to NIPA; and (2) has received a written approval from NIPA for such activity.

### Rules & Regulations For Exhibiting at 2023NAFE

#### Assignment of Space

NIPA will attempt to accommodate preferences; however, booth space is assigned first to sponsors, then on a first-come, first-served basis.

#### Cancellation of Exhibition Space

Exhibitors desiring to cancel or reduce their requested space, after having submitted a signed contract and fee, must do so in writing on company letterhead via certified mail, return receipt requested. If the exhibitor cancels on or before January 4, 2023, for 2023NAFE, the exhibitor will incur a fee of 50 percent of the total booth cost. Should an Exhibitor cancel partial space on or before January 4, 2023, the exhibitor will incur a fee of 50 percent of the canceled

space. Additionally, no refund will be issued if NIPA is unable to fill any canceled or reduced booth space. No refunds whatsoever will be made on cancellations or reductions of space after January 4, 2023. NIPA is entitled to all monies paid and owed as liquidated damages.

### Booth Construction Regulations

Displays shall not be placed in any manner that will interfere with other Exhibitors. Backgrounds shall not exceed eight feet (8') in height, including signage, unless utilizing a peninsula, island or perimeter booth space. Please refer to the Exhibitor Service Manual for specific booth construction regulations.

### Dismantling of Exhibits

Exhibits are to be kept intact until the closing of the show. No part of an exhibit shall be removed during the show without special permission from NIPA Management. Any Exhibitor who begins dismantling its display before the close of the show is subject to a fine of \$500 and may lose the privilege of exhibiting entirely. All freight must be removed from The JW Marriott by 8:00 p.m. on Tuesday, April 25, 2023. If exhibits are not removed by this time, management has the right to remove exhibits and charge the expense to the Exhibitor.

### Distribution of Materials/Displays Outside Exhibit Area

No Exhibitor will be permitted to display or distribute literature or any promotion outside the confines of the assigned booth space in the Expo Hall. Canvassing or distribution by Exhibitors of any printed matter, advertising materials, and souvenirs or other articles shall be restricted within the space occupied by their exhibit. Canvassing or distributing such materials outside the Exhibitor's own space is not permitted.

NIPA also reserves the right to remove, at the Exhibitor's expense, any merchandise deemed by Show Management as not suitable for display at NAFE.

Absolutely no exhibits are permitted outside The Roosevelt New Orleans. There are to be no displays in hotel rooms or hotel public areas or other public areas in the Nashville area.

### Personal Information Consent

Exhibitor acknowledges that personal information of all its company contacts may be used by NIPA: (A) to fulfill the purpose and obligations of this contract; (B) to communicate other information about NIPA; (c) to engage in outreach to solicit corporate support of NIPA in the future; and (D) in furtherance of any other purpose outlined in NIPA's privacy policy. Exhibitor represents it is authorized by all its company contacts to provide the preceding acknowledgement on their behalf.

### Exhibitor Liability, Indemnification and Insurance

It is agreed that the Exhibitors shall assume all responsibility for any loss, damage or injury that they shall have or cause, and that they shall indemnify and hold harmless NIPA and the JW Marriott Nashville and its directors, officers, representatives, agents, members or employees from all liability due to injury, loss or damage. A copy of your certificate of insurance is required and must accompany your contract.

### Fire Regulations

The contract is subject to the approval of NIPA, which reserves the right to refuse contracts or to cancel any exhibit before or during the meeting period that does not meet the required standards of the Fire Marshall. All materials used in the exhibit booth must be of a nonflammable nature. Electric signs and equipment must be wired to meet the specifications of local fire authorities. A complete list of all fire regulations will be included in the Exhibitor Service Manual.

### Official General Service Contractor

NIPA's official decorator will handle all exhibitor onsite needs and will provide service kits (outlining available services and equipment) once your completed contract is received and your booth space is confirmed. Drayage/shipping information will be provided in the Exhibitor Service Manual to ensure that your materials arrive in a timely manner for the conference. If you have questions upon receiving your kit, please contact NIPA Headquarters. Additional furnishings and other related services (accessories, drapery, labor, electrical, telephone, additional signage, flowers, cleaning, lighting, etc.) may be obtained directly from the General Services Contractor.

In order to conform to union contract rules and regulations, it may be necessary for Exhibitors to use qualified union personnel for the installation and dismantling of exhibits and for material handling within the show. However, any exhibit installation or dismantling that (a) does not require the use of hand tools, (b) does not take more than one person and (c) can be accomplished within 30 minutes may be performed by the owner or company representative. In addition, the handling, placing or setting of merchandise to be displayed does not require union labor and may be done by the Exhibitor.

### Retail Sales

No retail sales, where payment is received and product delivered, are permitted within the exhibit area at any time. Payment and/or orders may be taken for future delivery.

### Setup Time

At the time of writing these rules, it is planned that installation of exhibits will commence in JW Marriott Nashville on Sunday, April 23, 2023, starting at noon. If an exhibit is not set up by 4:30 p.m. on Sunday, April 23, 2023, NIPA reserves the right to re-assign such space to another Exhibitor or to make such other use of the space as deemed necessary or appropriate. NIPA reserves the right to set up the exhibit or remove the freight from the booth, at the Exhibitor's expense. No refund is made to the original contracting Exhibitor. NOTE: Setup hours specified here are subject to change, in which case, all Exhibitors will be notified in writing.

### Use of Space – General

All demonstrations must be confined to the Exhibitor's booth. No Exhibitor shall assign or share any part of the assigned space without written permission from NIPA's Executive Director. No Exhibitor shall display goods other than those manufactured or dealt with in the regular course of business. Solicitations of business or conference in the interest of business, except by exhibiting firms, are prohibited.

### Use of Space – Food and Beverage Distribution/Preparation

No food or beverage may be served or sampled in any booth or on the show floor by anyone during a sponsored event. Food and beverage sampling in conjunction with specific exhibits must be approved in writing by NIPA.

Such preparation must not create noise to the extent that it is annoying to neighboring Exhibitors, or distracting to the conduct of business on the show floor.

Food preparation and sampling, if approved by NIPA, must be conducted at least three (3') feet from the aisle, and must be conducted in a safe, sanitary manner, which will protect attendees from risk of injury. The Exhibitor must control all smoke, vapor and odors to the extent that they will not be objectionable to other Exhibitors. Exhibitors must also provide sufficient sanitary containers to preclude contamination of the aisles and of neighboring exhibits. It is the responsibility of the Exhibitor to see that no food or beverage leaves the booth. NIPA has the right and power to impose a cease and desist order to stop further food preparation and sampling when, in its opinion, the rules are not being followed or the food and/or beverage preparation has become objectionable for any reason.

The JW Marriott Nashville has its own food and beverage department that prepares all food and beverage for the hotel. Exhibitors are prohibited from serving alcoholic beverages on the show floor.

Exhibitors are permitted to serve coffee, soda and water without written approval from NIPA. Food and beverages must be ordered from The JW Marriott Nashville Catering/Convention Services Department.

### Use of Space – Lights, Audio, Photography, Video, Etc.

No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring exhibit booths or guests. Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring exhibit booths or guests.

No strobe light effects are permitted. Projectors or TV screens must not cause people to block aisles. Loud speakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests, will not be permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable. Exhibitors are prohibited from taking videos or photographs of any booths on the show floor, other than their own.