



January 16-20 (Exhibits 17-20), 2021

1. ADMINISTRATIVE

The Application & Contract for Exhibit Space, the Exhibitor Guide, the Exhibitor Rules and Regulations, (including the Freeman Exhibitor Service Kit), contained herein and as amended, shall collectively constitute the agreement ["Agreement"] between the Eastern States Veterinary Association, Inc. (Association), dba North American Veterinary Community (NAVC) and Exhibitor. Upon Exhibitor's execution of the Application & Contract for Exhibit Space, this Agreement shall become a binding contract between NAVC and Exhibitors. The Exhibitor acknowledges that it has read and understands the Exhibitor Guide and these Rules and Regulations and agrees to abide by NAVC's decisions and these Rules and Regulations and all amendments thereto.

2. DEFINITIONS

The Eastern States Veterinary Association, Inc., dba North American Veterinary Community (NAVC) and its officers, directors, agents, affiliates, representatives, employees, successors, or assigns, hereinafter referred to as Veterinary Meeting & Expo (VMX).

For purposes of this Agreement, the term "Expo Hall" refers to the trade show component of VMX at the Orange County Convention Center (OCCC). The term "Exhibitor" also known as "Industry Partner (IP)" is referred to a company, firm or person who has applied for or have been allocated any space in the Expo Hall or in a specific area of the OCCC or contracted hotels.

The NAVC trademark is a federally registered trademark and is the exclusive property of the NAVC. The Exhibitor may not use the NAVC trademark in any manner without the NAVC's express written approval. All trademarks, service marks, and logos used by NAVC (collectively, the "Marks") are the exclusive property of NAVC and are protected by law and existing federal trademark registration and applications. NAVC grants Exhibitor a limited, revocable, and nonexclusive right to use the Marks solely in connection with advertising your sponsorship of or participation as an exhibitor in the NAVC Conference, as the case may be. All use of the Marks shall inure to the benefit of NAVC. Except as expressly permitted pursuant to the foregoing license, you may not (i) take any action inconsistent with or adverse to or otherwise challenge NAVC's ownership or rights in and to Marks, (ii) intentionally change or alter the Marks, in any way, including without limitation, in appearance or spelling or change the case of letters, (iii) incorporate the Marks in your own brand name, trade name, corporate name, trademarks, service marks, logos or domain names, (iv) use the Marks to advertise, market or sell your goods or services or otherwise utilize Marks or NAVC's goodwill and reputation for your own commercial purposes, or (v) file any application or obtain any registration containing the Marks or any mark confusingly similar to Marks in any country.

3. ELIGIBILITY

The NAVC reserves the right to determine the eligibility of any exhibit for inclusion in its Conference, either before or after the proper execution of the Contract for Exhibit Space. All products and services to be exhibited must be directly related to veterinary medicine or it must enhance the VMX Expo Hall. The NAVC reserves the right to require modification of any exhibit that, in its opinion, is not in character with the NAVC Standards. NAVC's acceptance of an Exhibitor does not constitute an endorsement of that organization's products and/or services.

Exhibitors must have their NAVC account in good standing in order to participate at VMX. Anyone with a delinquent balance will not be granted approval or will not be assigned a booth space until the account is current.

In order to sponsor or advertise at VMX, companies must purchase an exhibit space (minimum 10x10 or 100 square feet) and adhere to NAVC's Exhibitor Rules and Regulations. Exceptions may be granted at the discretion of VMX Show Management.

4. ACCEPTANCE, FEES, PAYMENTS, CANCELLATIONS

A. Approval

Applications for rental of Exhibit Space shall be subject to the approval of NAVC Show Management, and Show Management reserves the right to reject applications for space with or without cause if Show Management determines the rejection is in the best interest of the Show. Show Management will contact Exhibitor following submission of the Exhibit Space Rental Application if it finds issues with the application.

Upon NAVC's acceptance of the Application and Agreement for Exhibit Space, the Exhibitor acknowledges that Exhibitor has read and agrees to abide by its Rules and Regulations and any additions or amendments made by NAVC thereafter in order to ensure successful execution of the VMX Show.

NAVC will have the right, in its sole and absolute discretion, to establish and/or modify the Rules and Regulations and the use of Exhibit Space covered by this Agreement. NAVC will endeavor to provide Exhibitor with changes or modifications to these Rules and Regulations; however, failure to provide or non-receipt of such changes will not invalidate or nullify such changes or modifications. NAVC shall have sole control over Conference admission at all times. Updates to these Rules and Regulations will be available at NAVC.com/Expo or inside the Exhibitor Service Center.

As of the effective date, Exhibitor agrees as follows:

- 1) Use the Exhibit Space assigned by NAVC in accordance with the Exhibitor Rules and Regulations;
- 2) Pay the required Exhibit Space Fee by the deadline dates established herein;
- 3) No Exhibitor shall be permitted to exhibit or participate in the **VMX 2021** or gain access to the Orange County Convention Center Expo Hall unless and until Exhibitor has paid the full Exhibit Space Fee in full, and provided the required Certificates of Insurance by their deadline dates.

B. Fees.

A 50% non-refundable payment in accordance with the Exhibit Space payment schedule is required upon Exhibitor's submission of Application for Exhibit Space Fee to NAVC.

C. Payment Schedule

- 1) A non-refundable Exhibit Space Fee of 50% of the total booth fee is due at the time of booking in order to hold the space in Exhibitor's name until the full payment is received;
- 2) Full payment is due by October 1, 2020;
- 3) A 50% refund (if already paid in full) may be eligible if notice is received in writing by November 1, 2020;
- 4) ACH payment preferred;
- 5) Credit card payment accepted (Visa, MC, Discover, Amex);
- 6) Payment by check is accepted, provided payment is received within 15 days net of invoice. If payment is not received by the due date, Exhibit Space will be released;
- 7) Exhibit Applications received after October 1, 2020, must include full payment.

IMPORTANT

The space reservation is not secured until the 50% deposit or full payment is remitted and the Exhibit Space Application & Contract is accepted by NAVC.

D. Wire Transfer Instructions:

Please visit the link below to obtain the NAVC Wire Transfer Routing Instructions:

[Eastern States Veterinary Association, Inc. Wire Information \(dba NAVC\)](#)

E. Late Payment

Payments not received by the due date are subject to a 1.5% monthly fee.

F. Cancellation, Refund or Reduction of Exhibit Space

A 50% refund (if already paid in full) may be eligible for a refund. All cancellations must be requested, in writing or via email to: Expo@NAVC.com and must be received no later than **November 1, 2020**.

Upon notice of such cancellation, withdrawal from the Convention or reduction in Exhibit Space shall lose all rights to assigned Exhibit Space and NAVC, in its sole discretion, may reassign the released Exhibit Space to another party. Exhibitor will remain obligated to pay NAVC all amounts due for any Exhibit Space booth packages originally ordered by Exhibitor prior to cancellation or reduction in Exhibit Booth size. No cancellation or reduction in Exhibit Space shall be acknowledged unless received in writing by NAVC. Exhibitor's right to obtain and use of complimentary Exhibitor personnel and complimentary badges shall immediately be revoked and forfeited if Exhibitor cancels its Exhibit Space or fails to meet its obligations under this Agreement.

5. BOOTH DISCOUNT AND PRIORITY POINT INCENTIVE

A. Booth Discount.

A 10% booth discount will be provided to new NAVC exhibitors. New exhibitor is defined as any company who meet the NAVC exhibit requirements, never exhibited with NAVC in the past, or have not exhibited with NAVC within the last five (5) years. Booth discount is available, if booth is reserved and paid by December 31.

B. Payment Incentives

- I. if 50% of booth payment is paid by the due date, 1 point will be awarded;
- II. if booth payment is paid in full by May 31, 2 points will be awarded

There are many other ways to earn Partner Points at NAVC. To learn more on how you can accumulate points, please visit this link: [NAVC Industry Partners Points System](#)

The NAVC Partnership Levels, which will be recognized at VMX, are determined by sponsorship investments from **October 1 through September 30**. The ranking determines the next VMX booth selection appointments.

For **VMX 2021**, space draw or booth assignment is based on points earned between **October 1, 2018 - September 30, 2019**. **Note that prior year's booth space is not guaranteed.**

To receive Priority Points, all invoices must be paid by the deadline dates. Failure to pay on time may result in forfeiture of Priority Points previously earned.

6. SPACE ASSIGNMENT

A. Priority Points

The priority points earned by our Exhibitors and Industry Partners each year are used to determine a ranking system, which we use to assign booth selection appointments. This program is intended to reward our loyal exhibitors, sponsors and advertisers for their continued support of the NAVC year-round.

Booth selection process will be conducted as follows:

- 1) The Top 20 Exhibitors/IPs based on their "Rank" will be given an opportunity to select their booths during the month of December prior to the upcoming show;
- 2) Top 21 and above Exhibitors will be given an opportunity to select their booths in early February 2020;
- 3) New exhibitors may apply for exhibit space by going online at navc.com starting on April 1, 2020.

B. Booth Sharing

The sharing of Exhibit Space is strictly prohibited. All Exhibit Space can only be assigned to one company of record. Exhibitors may not share, transfer, or sublet Exhibit Space. Exhibitors who violate these rules may no longer be allowed to exhibit with NAVC in future years.

Companies with multiple divisions may exhibit within one booth space. Individual divisions may be listed separately on the NAVC's website, in the Official Program Guide, and the VMX Mobile App provided the following guidelines are met:

- 1) Each division must be solely owned by the parent exhibiting company;
- 2) Not less than 100 square feet of exhibit space is purchased for each division listed (i.e. primary and two divisions must purchase at least 300 square feet of exhibit space);
- 3) Only the primary company will be listed on the complimentary booth sign provided by NAVC;
- 4) NAVC is notified in advance in writing and approval was granted.

7. HEIGHT, SETBACK, RIGGING AND INTERPRETATION OF RULES

Inline Booths: Ten feet high (10 feet) maximum. **Island Booths:** Twenty feet high (20 feet) maximum, including any logo-bearing crowns.

Lighting: Crowns may be illuminated. Lighting/video truss systems maximum trim height is 20 feet to the top cord. **Setback:** NAVC follows the policy of the International Association of Exhibitions and Events (IAEE) to help maintain unobstructed sight lines. All items 4 feet or higher must be "set back" 5 feet from the front of the exhibit booth.

Hanging signs (rigging) are allowed only for ISLAND and PENINSULA booths. Hanging signs (rigging) are NOT allowed for INLINE or [ENDCAP](#) booths. For PENINSULA booths, hanging signs and graphics must be set back 10 feet and must be confined above the contracted space only. Hanging sign/item maximum trim height is 20 feet to the top of the sign/item (the highest point of the sign/item) for ISLAND and PENINSULA booths. Sign ONLY supporting truss system has not trim height limit, to accommodate the sign it supports below to its maximum allowed height of 20 feet to the top.

Exceptions from the above rules may be granted with Show Management approval. Send request to Expo@NAVC.com, including detailed sketch of the proposed layout at least sixty (60) days prior to the conference or before construction is ordered.

8. BADGE POLICY

A. COMMERCIAL BOOTH:

Four (4) complimentary badges will be provided for every 100 sq. ft. (10x10) of Exhibit Space purchased. Each additional 100 sq. ft. receives three (3) complimentary badges.

B. NOT-FOR-PROFIT BOOTH

Two (2) complimentary badges will be provided for every 100 sq. ft. (10x10) of Exhibit Space purchased. Each additional 100 sq. ft. receives one (1) complimentary badge.

C. STARTUP BOOTH

Two (2) complimentary badges will be provided for every Exhibit Space purchased.

D. ADDITIONAL BADGES

Additional badges above allotment are available for purchase as follows:*

- I. **\$375** for each additional person above the allotment (includes full registration with CE, Sunday-Wednesday; excludes DVMs)
- II. **\$595** for each additional DVMs above the allotment (includes full registration with CE, Sunday-Wednesday; DVMs only)
- III. **\$250** for each additional person above the allotment (Booth worker only - no CE)

**Additional badge fees are subject to change at the discretion of NAVC.*

Exhibitor Badge also includes (depending upon the badge selected/purchased) access to the Exhibitor Lounges (2 locations) for continental breakfast, afternoon snack, CE and entrance to entertainment events.

GUEST badges are available onsite for guests or family members for a fee of \$100. Exhibitor guest badges are not permitted to work in the Exhibitor's Exhibit Booth or solicit business inside the Hall or elsewhere in the OCCC. Exhibitor must register his or her guest in person. Photo ID required. This badge provides access into the exhibit hall and general evening entertainment only -- no lunch or CE. Limit one (1) adult badge and one (1) minor badge per allotted badge.

MARKETING AGENCY badges are available for purchase upon request for \$275. Access will be allowed in CE sessions to support NAVC sponsors only. Requests to attend VMX as a marketing agency representative must be emailed to Expo@NAVC.com

Exhibitors wearing badges may enter the Exhibit Hall 1.5 hours before opening and 1 hour following closing. If other access is necessary, the NAVC Exhibits staff must be contacted and special arrangements made.

Due to security regulations, Exhibitors may be asked to present photo ID to receive badges.

An Exhibitor's badge is non-transferable. Each representative of an exhibiting company must wear the official

badge at all times while in the Expo Hall, including setup or dismantling. Wristbands will be provided to approved exhibitors during move-ins and set-up. Each Exhibitor must have his/her name badge displayed to enter the Expo Hall and to attend the NAVC lectures in the conference meeting rooms.

LOST Badges

Badge replacement is limited to one (1) badge per person per company. An administrative fee of \$100 will be charged for every badge replacement.

Once a badge replacement has been issued, any additional badge replacement will be charged at a full price (e.g., DVM above allotment at **\$595, \$375, or \$250** respectively.)

9. EXHIBITOR MEALS (NEW IN 2021)

A. COMMERCIAL BOOTH:

Four (4) lunch vouchers per day will be provided for each (10x10) booth. Each additional 100 sq. ft. receives three (3) lunch vouchers per day.

B. NOT-FOR-PROFIT BOOTH

Two (2) lunch vouchers per day will be provided for each (10x10) booth. Each additional 100 sq. ft. receives one (1) lunch voucher per day.

C. STARTUP BOOTH

Two (2) lunch vouchers per day

10. ERRORS & OMISSIONS

The NAVC assumes no responsibility or liability for any services performed or materials delivered by the official show service contractor or other suppliers to the Exhibitor/IP, personnel or agents. Any controversies that may arise between the Exhibitor/IP and the service contractor, supplier(s) or union representative(s) or personnel of either, in the Expo Hall, may contact the NAVC for resolution. The NAVC's decision(s) shall be final and binding.

11. INSURANCE

All VMX exhibitors are required to provide insurance at least thirty (30) days prior to the VMX. Exhibitor has full responsibility for its Exhibit including without limitation any of Exhibitor's merchandise, products, goods, equipment, displays, property and personnel. Exhibitor releases NAVC from all responsibility for theft, damage to its Exhibit or products, property and/or any special, incidental, indirect or consequential damage, of any kind, for any reason.

The following insurance coverage is required:

- a) Worker's Compensation Insurance to the statutory limits;
- b) Liability Insurance with limits not less than \$1,000,000 each accident;
- c) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence;
- d) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence or \$1,000,000 combined single limit;
- e) Coverage in an amount sufficient to protect Exhibitor and Exhibitor's property, goods, wares, merchandise, and any other property against loss, damage, theft, or injury of any nature, and any claims arising from any activities conducted through the duration of the Conference, including move-in, Conference days, and move-out days.

All insurance must be provided by an insurance company with Best's Rating of A, XII or better, which is legally authorized to transact business in the State of Florida. Neither NAVC, nor OCCC, or partnered hotels maintain insurance covering any of Exhibitor's property. It is solely the responsibility of Exhibitor to obtain such insurance.

The above required policies must name as "Additional Insured:" North American Veterinary Community, Orange County Convention Center, Freeman, and their respective directors, officers, employees, agents, representatives, parent companies, subsidiaries and affiliates and any additional entities as required by OCCC [the "Insured Entities"].

12. SHOW CANCELLATION OR POSTPONEMENT

In the event that the Exhibition is canceled, postponed or relocated on account of fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, terrorism, threat of terrorism, war, nuclear reaction, nuclear radiation, radioactive contamination, acts of God or other causes or

casualties beyond the control of the NAVC, the Exhibitor waives any and all damages and claims for damages.

The Exhibitor hereby waives any claim against the NAVC for damages or compensation. The NAVC may return a portion of the amount paid for rental of exhibit space after deduction of any amount necessary to cover expenses incurred in connection with the Exhibit Program. Such expenses shall include, but not be limited to, all expenses incurred by the NAVC as a result of contracts with third parties for services or products incidental to the Exhibit Program, including out-of-pocket expenses incidental to the Exhibit Program and all overhead expenses attributable to the production of the Exhibit Program.

13. PUBLIC POLICY & GENERAL EXPO HALL REGULATIONS

Each Exhibitor is charged with knowledge of all applicable Federal, State and local laws, ordinances and regulations pertaining to taxation, health, fire prevention and public safety, while participating in this show. Compliance with such laws is mandatory for all Exhibitors and the sole responsibility of the Exhibitor.

The NAVC and general service contractor and other suppliers have no responsibility pertaining to the compliance with laws as to public policy as far as the individual Exhibitor's space, materials and operation is concerned. Exhibitors with questions regarding such laws, ordinances and regulations should contact the NAVC.

A. ADA Compliance

Exhibitor represents and warrants:

- 1) The exhibit will be accessible to the full extent required by law;
- 2) The exhibit will comply with the Americans With Disabilities Act (ADA) and with any regulations implemented by the Act, and that it shall indemnify and hold harmless and defend the Association from and against all claims and expenses including reasonable attorney's fees and litigation expenses that may be incurred by or asserted against the NAVC on the basis of the Exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.

B. Animals/Pets

Exhibitors wishing to bring animals to the show must complete appropriate documentation to the NAVC that is reviewed by the NAVC IACUC committee. Notification of approval/denial will be provided to the exhibitor by NAVC. Adherence to the following guidelines is required:

- 1) USDA Health Certificates are required for interstate and international transportation of USDA covered species, and certificates will NOT be issued on site;
- 2) If you reside within Florida, we advise that you have health certificates but they are not required;
- 3) Proof of rabies vaccination is a requirement for all animals attending the NAVC in accordance with Chapter 828.30 F.S.;
- 4) Contact information for the person who is responsible for the animal(s) is also required and should be accessible on-site;
- 5) All animals must be appropriately confined and dogs must be on a leash. Animals must not block the aisles;
- 6) Service dogs are exempt from IACUC and USDA requirements, except for proof of rabies vaccination or proof of medical exemption from vaccination.

C. Booth Construction and Arrangement

All exposed parts of displays must be finished so as to present an attractive appearance when viewed from the aisles or from adjoining exhibits and not be objectionable to other Exhibitors. No part of an Exhibitors booth or display should obstruct an adjoining Exhibitors/IPs booth.

All booths must have floor covering (carpet, soft tile, etc.) so that there is no exposed concrete. Tents may not be utilized in any in-line space(s) but may be permitted in island-configured spaces. All booths must be constructed or arranged in such a manner as to be able to accommodate its viewing audience inside the booth so as to discourage the formation of a stationary crowd in the aisle(s).

The NAVC reserves the right to review or restrict, on a case-by-case basis, exhibits that violate booth construction and arrangement regulations. In the event of such restrictions, the NAVC is not liable for any refunds of rentals or other Exhibitor expenses.

D. Move-in, Move-out, Storage

Loading and unloading is permitted only across the loading dock and through designated Expo Hall doors for move-in and move-out.

All supplies, handouts, literature and samples must be confined to the Exhibitor's booth and not behind it. Packing crates and/or boxes are not permitted in booths during the exhibit period, but these, when properly marked, will be stored and returned to the booth by service contractor personnel during move-out. It is the Exhibitor's responsibility to mark and identify their crates or other packing material. Empty freight containers not properly marked or identified may be destroyed. The NAVC assumes no responsibility for contents of crates or boxes. Due to Fire Code regulations, it may be necessary to store empty crates and boxes outside of the building or offsite.

E. Operation of Exhibit Space

All business activities of the Exhibitor must be within the Exhibitor's assigned space. Each exhibit is to be staffed at all times during Exhibit Hall hours by bona fide employees or representatives of the exhibiting company. Exhibitors who fail to have their booths staffed during show hours are subject to the loss of existing space for the following year's conference.

The NAVC reserves the right to restrict exhibits that, for any reason, become objectionable and to prohibit or evict any exhibit that, in the opinion of the NAVC, detracts from the character of the conference. In the event of such restrictions or evictions, the NAVC is not liable for any refunds or rentals or other exhibit expenses.

F. Literature Distribution

Any distribution of literature or materials of any kind is limited to the Exhibitor's assigned booth and will not be permitted in any other part of the Expo Hall, meeting rooms or other areas of the Hotels. The NAVC reserves the right to immediately dispose of any and all unauthorized materials found outside of an Exhibitor's assigned space(s). Canes, noisemakers, sideshow tactics, or any other undignified methods and materials (as determined by the NAVC) are prohibited in exhibit booths. Questions concerning the appropriateness of any promotional materials or activities should be directed to VMX Show Management.

G. Food & Beverage

All food & beverage for distribution to attendees must be purchased and arranged in advance through the OCCC Catering Service. The Exhibitor is requested to advise NAVC of any irregularities observed in the exhibit areas, such as unauthorized solicitation or other objectionable activity.

H. Canvassing by Non-Exhibitors

The Expo Hall is limited to registered attendees of the VMX, as well as registered representatives of business firms, manufacturers, professional organizations, and dealers who have contracted or paid for exhibit space. No other persons or concerns will be permitted to demonstrate their products, distribute advertising materials, or solicit orders in the Expo Hall.

I. Suit-casing

No suit-casing is allowed! Any exhibitor who is observed soliciting business outside of their company booth, including scientific program sessions, convention hallways, or other public spaces are in violation of NAVC's policies and will be asked to leave the premises immediately. Additional penalties may be applied. Please report any violations you may observe to VMX Show Management.

J. Sale of Merchandise

Order-taking and/or related sales activities are permissible provided they are confined to the Exhibitor's assigned space, do not involve cash transactions (without the proper tax permits/licenses) in the Expo Hall, and do not detract from the professional tone of the conference. All Exhibitors who sell merchandise from the show floor, or who take orders on either a wholesale or retail basis, must adhere to all State/local laws/regulations regarding sales or use tax collections for the city in which this Exhibit Program is held. See My Florida for appropriate rules and regulations.

K. Use of Display Space

Exhibitors may not sublet, subdivide or assign their space, nor any part thereof, nor purchase multiple booths for the purpose of subletting or assigning to third parties, nor permit in their booth non-exhibiting companies' representatives without the express written permission of the NAVC. Only companies or individuals that have contracted directly with the Association shall be listed in the show directory or allowed on the show floor as an Exhibitor. Only one company name per booth will be listed on any booth sign. No signs or advertising devices shall be displayed outside the exhibit space other than those furnished or approved by the NAVC. Failure to comply with this provision may be sufficient cause for the NAVC to require immediate removal of the exhibit and/or the offending Exhibitor at the expense of the Exhibitor.

L. Demonstrations or Entertainment

Aisles must not be obstructed at any time. Demonstration: Exhibitors will not place demonstration areas on the aisle line of their exhibit if it is expected that many people will congregate at one time. Should spectators interfere with the normal traffic flow in the aisle or overflow into neighboring or adjacent exhibits, the NAVC will request the limitation or elimination of the presentation.

Sound: Exhibitors/IPs are to monitor their booth to be sure that the noise level from any demonstrations or sound system is kept to a minimum and does not interfere with others. The NAVC reserves the right to determine at what point sound or a demonstration constitutes interference with others and must be discontinued.

M. Sound/Music

In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Rules of thumb: Sound and noise should not exceed 85 decibels when measured from the aisle immediately in front of a booth. (Refer to OSHA at <https://www.osha.gov/> for more information.)

Exhibitors should be aware that music played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted compositions. ASCAP, BMI, and SESAC are three authorized licensing organizations that collect copyright fees on behalf of composers and publishers of music. Exhibitors/IPs are responsible for reporting and paying appropriate license fees if required.

N. Photography/Videotaping/Sketching

An exhibit booth, its products, staff or visitors may not be photographed, videotaped, recorded or sketched except with the permission of the authorized occupants of that booth. This prohibition extends to attendees and members of the press, and will be enforced regardless of whether exhibits are open or closed. Unauthorized activities are subject to immediate removal from the exhibition.

O. Early Removal of Exhibits

No exhibit shall be packed, removed, or dismantled prior to the closing of the Exhibit Program without written permission from the NAVC. If the Exhibitor acts in breach of this provision an appropriate assessment will be made. No contract labor personnel (whether official or independent) will be allowed on the exhibit floor prior to the official close of the show unless authorized by VMX Show Management.

P. Children During Move-in/Move-out (18 years and under)

No one under the age of 18 is allowed in the exhibit area during move-in, move-out and non-show hours. There are no exceptions! During show hours, children may enter the Expo Hall with a badge, if accompanied by a registered adult at all times.

Q. Security

The NAVC shall provide security service throughout the hours of set-up, show hours, non-show hours, and during the move-out period. This security is to prevent unauthorized entry into the Expo Hall. **It is not intended to protect individual Exhibitor's booth contents.** The NAVC will not be responsible for the loss of any material for any cause or for injury to persons and urges the Exhibitor to exercise normal precautions to prevent loss due to theft or any other cause.

R. Merchandise Removal

In order to protect Exhibitors/IPs against unauthorized removal of merchandise, a written, authorized release will be required to remove any material from the Expo Hall after the first day of installation through the last day of move-out. Official release forms will be available at the Freeman Desk.

S. Motor Vehicle Display

Vehicles may be allowed in the building for display purposes provided advance written notification is provided to NAVC no later than sixty (60) days prior to the opening of the exhibits. Exhibitor agrees to comply with any and all building, fire department and safety regulations regarding the display of a vehicle in the Expo Hall.

Vehicles with gasoline engines that are to be displayed should have the following: i) Battery cables disconnected ii) Fuel level in gas tank is less than 1/4 tank, and is not to exceed five gallons iii) Must have protective covering under motors, drive trains and tires on any carpeted area iv) Must be indicated in the

Expo Hall Map v) Must be approved by the Fire Marshall

T. Public Announcements

Public announcements via the paging system is prohibited. We encourage such announcements via e-blast, tweet, app or other types of announcements.

U. Balloon Policy

Helium filled balloons, either for displays or general public access are allowed inside the OCCC Building. However, exhibitors must obtain clearance and fill out a Balloon Waiver and provide a damage deposit to OCCC Exhibitor Services prior to Exhibitor move-in. Please contact the Orange County Convention Center or email us at Expo@NAVC.com if you have questions regarding this requirement.

Bethany Gagnon

Exhibitor Services Coordinator | Exhibitor Services

ORANGE COUNTY CONVENTION CENTER

Direct: (407) 685-5932 | Fax: (407) 685-9884

Email: Bethany.Gagnon@OCCC.net

V. Right of Entry and Inspection

The NAVC, in its absolute discretion, shall have the right at any time to enter the leased area occupied by the Exhibitor.

14. FIRE & SAFETY

The NAVC has established a non-smoking policy that applies to all leased space (Expo Hall, meeting rooms, etc.) at the properties used.

All booth decorations, including carpeting, must be flameproof. Electrical wiring must conform to National Electrical Code safety rules and the electrical code in the city where the show is held. Electrical equipment that is not UL-approved may not be used in the Exhibit Hall. No wiring, installation of spotlights or other electrical work of this type shall be done except by the electrical contractor authorized by the Convention Center management.

If inspection indicates any Exhibitor has neglected to comply with these regulations, or otherwise incurs a fire hazard, the right is reserved to remove all or such part of the Exhibitor's exhibit as may be in violation, at the Exhibitor's expense.

If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the Exhibitor should contact NAVC for information concerning Exhibit Hall policies or fire code regulations. State and local fire regulations must be complied with.

Each enclosed or covered area must be protected by an audible smoke detector. This includes storage closets built into the exhibit. Each enclosed or covered area must display a charged and approved fire extinguisher.

Exhibitors/IPs or their agents shall not injure or deface any part of the Exhibit Hall, the booths or booth contents, or show equipment and décor. When such damage appears, the Exhibitor/IP is liable to the owner of the property so damaged.

15. CONTRACTOR(S) AND LABOR SERVICES

A. Labor Regulations/Union Labor

Exhibitor/IP hereby agrees to use union labor at all times while in the Exhibit Hall for items such as material handling, booth installation/dismantling, etc. Exhibitors/IP with small shipments may be permitted to hand carry their materials to their booth space. Further, the Exhibitor agrees to abide by all agreements made between the Expo Hall, the unions, and the NAVC.

B. Exhibitor-Appointed Contractor (EAC)

Any Exhibitor requesting the use of labor services other than those provided through the official service contractor must provide proof of liability insurance to the NAVC by **December 1**. Must also provide the following information with the written request: (1) name and address of the contractor; (2) name of the supervisor to be in attendance, (3) certificate of insurance with limits satisfactory to the NAVC. The Hotel, Freeman and NAVC are to be named as additional insured, (4) description of the work to be done, (5) evidence of any and all business permits and/or licenses that may be applicable by the State, County, or

local authorities with respect to the work performed, and (6) the Exhibitor's name and booth number. The Exhibitor using an EAC agrees to indemnify and hold harmless the NAVC, Freeman, the Hotel, and their respective officers, directors, staffs, employees and agents and all official contractors from any and all liability of losses for any act, complaint, damage, or loss to any other Exhibitor, the Exhibit Hall, the property of any contractor or any consequential damages arising out of any such act or loss from the time the independent EAC first arrives at the Exhibit Hall until the final move-out is complete. The Exhibitor further agrees that the NAVC may prohibit the EAC from working in the Exhibit Hall if they do not fully comply with all rules and regulations set forth herein. Once written permission has been granted by the NAVC, the Exhibitor/IP agrees to provide a copy of these rules and regulations to the EAC.

C. Booth Maintenance

The Exhibitor is required to maintain the daily cleanliness of the rented booth space(s). The Exhibitor needing cleaning service must arrange for it through Freeman. No other cleaning services will be allowed on the floor. Cleaning of booth(s) shall take place at times other than show hours. The NAVC will be responsible only for the cleaning of aisle space and public areas.

16. POACHING AND SCAMMING ALERT

Please beware of companies calling you directly to offer to reserve your VMX hotel reservations. These companies are in no way affiliated with the NAVC; however, they may tell you that they are with the NAVC, Exhibitor Services, or claim to be one of the official VMX hotels. **Please be aware that the NAVC, nor its contracted hotels, will not contact you directly to solicit hotel reservations.**

DO NOT EVER give one of these companies your credit card information as doing so could result in your credit card number being stolen or misused. They may also promise you a reservation that does not exist and upon arrival you may be told that you do not have a room.

All hotel reservations must go through the NAVC.com website or by contacting the NAVC Housing Call Bureau Center at 855.478.4692 or VMX@ConferenceDirect.com. The VMX Official Exhibitor Decorator is Freeman.

17. OUTSIDE EXHIBITS/HOSPITALITY SUITES

Without express written approval from NAVC, Exhibitors/IPs may not display products/services and/or other advertising material in areas outside of their approved booth such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc.

18. PROGRAM DIRECTORY AND PROMOTION

Exhibitor listing will be taken from the information entered in the Exhibitor Service Center. It is the responsibility of the Exhibitor to complete and ensure the information entered is accurate for our Official Program Guide, VMX Mobile App, NAVC Website, and other marketing platforms as determined by NAVC. Information can be entered through the Exhibitor Service Center online once the exhibitor is approved.

Exhibitor acknowledges that information provided to NAVC, such as company name, address, phone numbers, e-mail, website addresses, number and location of exhibit booth space and names and number of Exhibitor personnel will be treated as public domain information and may be available on the NAVC Website and/or other NAVC platforms and materials provided to Conference participants.

19. CONTINUING EDUCATION

Exhibitors with the appropriate badge may attend scientific or management seminar offered by the NAVC at no additional charge, with the exception of any classes, labs, or events where additional fees are required. Contact the Expo Team at Expo@NAVC.com for more information.

20. ASSUMPTION OF RISKS; RELEASES

Exhibitor/IP expressly assume all risks associated with, resulting from or arising in connection with participating at the Conference including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise.

21. INDEMNIFICATION

The Exhibitor agrees to protect and keep the NAVC Officers and its Board of Directors forever harmless from any damage or charge imposed for any violation of any law or ordinance whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, as well as to strictly comply with the

applicable terms and conditions contained in the Agreement between the Hotels and the NAVC regarding the exhibit premises. Further, the Exhibitor shall at all times protect, indemnify, and keep harmless the NAVC and the Hotels against from any and all loss, costs, damages, liability, or expense arising from or out of any accident or other occurrence to anyone, including the Exhibitor, its agents, employees, and business invitees, which arise from or out of any reason of said Exhibitor's occupancy and use of the Expo Hall or part thereof.

22. EXHIBITOR CONDUCT

Any undignified solicitation on the part of an exhibitor should be reported promptly to Show Management. The NAVC reserves the right to close any exhibit which conducts its solicitation in an objectionable manner of infringes upon the rights and privileges of other exhibitors.

23. ENFORCEMENT OF RULES & REGULATIONS

The Rules and Regulations of the VMX Exhibition are intended to bring order and fairness to the medium. NAVC reserves the right to restrict or terminate an exhibit without notice if an Exhibitor violates any of the Rules/Regulations herein. In the event of such restriction/eviction, NAVC is not liable for any refunds, rentals or other exhibit expense. This Agreement shall be governed in accordance with the laws of the State of Florida without giving effect to any choice or conflicts of law. The parties agree to submit to the exclusive personal jurisdiction and venue of the state court in the State of Florida for disputes relating to, or concerning this Agreement.

24. CONTRACT ACCEPTANCE AND AUTHORIZATION

The signer of the Exhibit Space Rental Application, by either electronic or wet ink signature, shall be the official representative of the Exhibitor ("Exhibitor Representative") and shall have the authority to act on behalf of the Exhibitor.

Any questions regarding this Agreement, please contact Expo@NAVC.com.

Revised: 3.02.2020