

2020 NMHC OPTECH Exhibit Application & Contract Terms & Conditions:

- 1. Event:** The terms “Conference & Exposition,” “Conference,” “Exposition,” “Expo” and “Event” refer to the 2020 NMHC OPTECH Conference & Expo to be held November 16-18, 2020 at the Wynn Resort, Las Vegas, NV.
- 2. Application and Contract:** NMHC’s receipt of the online Exhibit Application and Contract will constitute an enforceable agreement between the Exhibitor and NMHC upon acceptance by NMHC.
- 3. Eligible Exhibits:** NMHC limits the use of exhibit space to firms whose products or services contribute to the goal of the conference and its attendees. NMHC reserves the right to determine whether any company or product is eligible for inclusion and has the right to deny or cancel any application of an exhibitor that does not meet eligibility.
- 4. Values & Expectations:** NMHC strives to create a valuable experience by fostering an inclusive and professional environment for our members, guests and staff. Please review NMHC’s Values and Expectations for all participants, attendees, speakers, sponsors, and guests during NMHC activities and events: <https://www.nmhc.org/about/nmhc-values-and-expectations/>. Exhibitors are expected to comply with this policy.
- 5. Americans With Disabilities Act:** The Exhibitor shall comply with the provisions of the Americans With Disabilities Act.
- 6. No Endorsement:** NMHC makes no representation concerning any Sponsor or Exhibitor, or its products or services. The admission to the Conference of any Sponsor or Exhibitor constitutes neither an endorsement, a recommendation, nor a representation by NMHC of any Exhibitor or Sponsor, or its products or services.
- 7. Floor Plan:** NMHC will strive to maintain the floor plan as originally presented, however, NMHC reserves the right to modify the floor plan, move, or cancel exhibit space selections as may be deemed necessary in the best interest of the Conference. All measurements shown on the floor plan are approximate and are not guaranteed to be accurate.
- 8. Booth Space Selection:** Exhibitors may select their own exhibit space while submitting the Exhibitor Contract & Application. Proximity to competitors is each Exhibitor’s responsibility. NMHC does not guarantee the availability of exhibit space to any company, regardless of past exhibitor status, membership level or sponsorship level. Exhibitors who apply after all booth spaces have sold out will be added to a wait list.
- 9. Booth Rates & Payment:** Payment is not required at the time of application. Exhibitors will be emailed invoices in July 2020. Full payment must be received within 60 days upon receipt of the invoice. If additional time is required by the Exhibitor to remit payment, the Exhibitor must receive prior approval from NMHC before the initial 60-day payment period expires. Non-payment will result in termination of this Contract and the contracted booth space will be released back to NMHC. NMHC reserves the right to resell any booth space due to non-payment. All booth fees must be paid a minimum of 30-days prior to the Conference. Exhibitors with unpaid invoices at the time of the Conference will not be allowed to move-in or exhibit. In order to receive the member rate for booth space, the Exhibitor’s membership dues must be paid in full at the time the Exhibit Application and Contract is received by NMHC and must remain active through the time of the Conference. If the Exhibitor’s membership lapses at any time leading up to, or during, the Conference and is not renewed, NMHC will re-issue an invoice to the Exhibitor for the non-member rate and the Exhibitor will be responsible for the additional amount owed. Exhibit space payments are non-transferrable and cannot be applied to membership dues, registration fees, sponsorship and marketing opportunities, or for any other purpose.
- 10. Cancellation By Exhibitor:** Cancellation of this contract must be submitted in writing to mrowan@nmhc.org. Upon cancellation, NMHC reserves the right to resell the exhibit space to another Exhibitor. Exhibitors may cancel without penalty until September 4, 2020, and a full refund will be provided if payment has already been received. If a cancellation request is received between September 5-October 16, 2020, a refund will be provided minus a 25% processing fee if payment has already been received. No refunds will be made for cancellations received after October 16, 2020. Upon cancellation, any Exhibitor benefits received by the Exhibitor will be revoked.
- 11. Cancellation By NMHC:** NMHC reserves the right to cancel this contract due to non-payment or if the Exhibitor is found to be in violation of the terms of this contract or meeting policies. No refunds will be issued in these cases. NMHC will notify the Exhibitor via email should this contract be cancelled due to these reasons.
- 12. Force Majeure:** NMHC may cancel this Agreement without liability if such cancellation is the result of an act of God, or an act over which neither party has reasonable control, including but not limited to war or acts of terrorism; labor disputes or strikes; governmental actions including but not limited to regulation or judicial order; governmental advisories related to travel, lodging or events; epidemics or disease; which make it inadvisable, impossible, or commercially impractical to materially perform the obligations under this Agreement. The foregoing shall be a Force Majeure. If the Conference is not held due to any Force Majeure Event, NMHC will refund to exhibitor the amount paid for its exhibit space rental (if received).
- 13. Downsizing:** Downsizing requests will be accepted on a case by case basis if space permits. Requests to downsize must be submitted to mrowan@nmhc.org. In the case of downsizing, the Exhibitor may be required to move to a new location.
- 14. No Subletting /Co-Exhibiting:** Exhibitors may only exhibit in the space assigned to them. Exhibitors may not sublet or share the space assigned to them with another company or display any merchandise or advertising materials that are not a part of their own

company's product lines, unless authorized in advance by NMHC. Companies found to be in violation of this clause will be asked to leave the conference and will be prohibited from exhibiting at future NMHC conferences.

15. **Liability:** Exhibitor agrees to, at all times, protect and defend, save and hold forever harmless, and fully indemnify the National Multifamily Housing Council and all indemnified parties, and their leadership employees, agents and representatives from and against any and all claims, actions, losses, damages, costs (including reasonable attorney's fees), liability charges, or expenses arising out of or in conjunction with (1) any property or personal injury or other occurrence to any property or person(s), including the Exhibitor, its agents, representatives, employees, and business invitees, which arise out of or in conjunction with the Exhibitor's occupancy and/or use of the exhibition premises or any part thereof, and, further, (2) any alleged violations of any law or ordinance occasioned by the intentional, reckless or negligent actions of the Exhibitor, its agents, representatives, employees, and business invitees which arise out of or in conjunction with the Exhibitor's occupancy and/or use of the exhibition premises or any part thereof. NMHC expressly disclaims any liability for the Exhibitor's property, including but not limited to theft, robbery, fire, water, accidents of any sort, or injury or damage from any other cause. Should any loss by theft occur, the Exhibitor agrees to report it to the security person on duty hired by NMHC or the hotel, immediately.
16. **Security:** Each Exhibitor is responsible for securing and safeguarding their exhibit materials, and all equipment and property related to their booth. All property of the exhibitor is understood to be the sole responsibility of the exhibitor. NMHC will provide perimeter security, but neither the security service, hotel, nor NMHC are responsible for any loss or damage to an Exhibitor's property. Do not leave valuable items unattended or unsecured during exhibit hours and be sure to secure and lock all items upon close of the Expo. Pack, secure, and label all equipment and valuables as soon as dismantle begins. Report any suspicious person(s) in the Expo to NMHC, security, or the hotel.
17. **Booth Construction/Design/Layout:** Booth equipment provided for in-line booths will consist of an 8 ft. back wall of draperies with aluminum uprights and an 8 ft. high divisional side rails covered with matching or contrasting draperies. The backwall of an in-line booth may not exceed 8 ft. in height. NMHC follows the International Association of Exhibitions and Events (IAEE) best practices and rules of exhibiting ([read here](#)). NMHC reserves the right to modify any exhibit on-site that does not meet the policies set forth in this agreement, at the Exhibitor's expense. If corrections cannot be made to the exhibit space, the exhibit shall be removed at Exhibitor's expense. No exceptions or variances will be approved. All booth equipment, signs, banners, or other display materials must be kept out of the aisles and confined completely within the Exhibitor's designated booth space. All packing containers, wrapping materials and display materials must be removed from behind booths and placed in storage prior to the show opening; all empty cartons must be removed for storage or they will be removed as trash at the Exhibitor's expense. Please keep social distancing guidelines in mind while designing your exhibit to allow adequate spacing within your booth.
18. **Installation and Dismantling of Exhibits:** Delivery of freight and installation of exhibits will take place on the dates and at the times specified in the Exhibitor Services Kit (issued approximately 90 days out from the conference). NMHC reserves the right to resell the exhibit space if the Exhibitor is not set up by the move-in deadline. NMHC reserves the right to have the official exhibit services contractor install the exhibit or remove unopened freight at the expense of the exhibitor. Dismantling may not begin until the close of the Expo on the final day of the Expo. Displays and equipment shall not be removed until the Expo has officially closed. Dismantling must be completed, and all exhibit materials removed by the final move-out date and hour as listed.
19. **Exhibitor Registration/Exhibit Floor Access:** All attendees must be registered to gain access to the Expo. Exhibitor badges are produced using only the company name submitted on the Exhibitor Application & Contract and may not be altered. Capacity may be limited in the Expo due to social distancing requirements and hotel guidelines. As such, each exhibiting company is allotted two (2) complimentary registrations per 10'x10' booth. Kiosk exhibitors (if available) are allotted one (1) complimentary registration per kiosk. Additional registrations may be purchased according to the rates as published on the NMHC conference web page. Expo-only, one-day passes, or client passes are not available. Personnel attending strictly for install/dismantle purposes do not need to be registered but are only permitted to be in the exhibit hall during the designated install/dismantle hours. Exhibitors will be permitted to be in their booths during hours as designated by NMHC. Exhibitors may not remain in their booths at any other time.
20. **Mergers & Acquisitions:** In the case an Exhibitor acquires another Exhibitor prior to the Conference, each Exhibitor may maintain a separate booth. Due to space restrictions, booth space will not be able to be combined to form a larger booth. Should the companies merge under one brand, the parent company will retain the highest exhibitor priority points value of the merged or acquired companies (not a sum of the values).
21. **Exhibitor Intellectual Property:** The Exhibitor warrants and represents that it owns or has proper license to all intellectual property being used at the 2020 NMHC OPTECH Conference & Expo. Exhibitors shall not display any product or distribute advertisements for a product which infringes upon the trademark, copyright, patent, or intellectual property of another entity or individual.
22. **In-booth Demonstrations & Activities:** All demonstrations, presentations, and marketing/promotional activities, including in-booth meetings with attendees or staff, must be held within the Exhibitor's own booth space, or designated common space. These activities may not interfere with the traffic flow in aisles or encroach into neighboring exhibits or lounges. All booth activities must be professional in nature. Exhibitors may use sound in their booth, so long as the noise level does not disrupt the activities of neighboring booths. NMHC reserves the right to discontinue an Exhibitor's activity if the activity interferes with traffic flow, is disruptive, or offensive. Exhibitors are responsible for keeping the aisles around their exhibit clear and accessible.
23. **Marketplace Stage:** NMHC plans to host a variety of programs and activities on the show floor during exhibit hours. For exhibitors that select booth locations near Marketplace Stage, please be aware that sound will be used. NMHC will work to manage sound volumes so they are not disruptive to neighboring exhibits, but some sound bleed may occur during these sessions.

24. **Distribution of Marketing Materials:** Distribution or placement of printed materials, displays, or promotional items outside of the Exhibitor's assigned booth space, is prohibited. Exhibitors are not permitted to distribute adhesive backed stickers in any place per hotel requirements.
25. **Suitcasing, Outboarding, and Entertaining/Event Policy:** Exhibitors are required to follow the [NMHC Private Event Policy](#) and [NMHC Suitcasing Policy](#).
26. **Fire and Safety Regulations:** The Exhibitor agrees to comply with local, city, and state laws, ordinances, and regulations for fire, safety, and health. The exhibitor assumes all responsibility for compliance with such regulations. All display materials and decorations must be flameproof and subject to inspection. No flammable substances or combustible materials may be used or shown in booths. All materials must be accompanied by an official flame-retardant certificate. Smoking is not allowed at any time in either the meeting rooms or exhibit hall. All fire exits and aisles must be kept clean and unobstructed. Fire hose cabinets and fire exits must always be left accessible and in full view. Exhibitors are prohibited from possessing, storing, or bringing onto the property materials that constitute hazardous materials (as defined by federal, state and local law).
27. **Exhibitor Services Kit:** An Exhibitor Services Kit containing detailed information will be available approximately 90 days out from the Conference. The Exhibitor Services Kit will contain, among other things, information regarding shipment, labor, electrical service, rental items, and exhibit hours. All services, such as furniture, carpeting, labor, cleaning, storage of boxes and crates, shipping and other special services must be arranged through the official exhibit services forms and vendors included in the Kit. Service order forms for all available services should be returned by the required deadlines to avoid late charges and delays. An Exhibitor Appointed Contractor (EAC) form is required for Exhibitors using outside labor to install/dismantle their exhibit. A Certificate of Insurance (COI) form is required by all exhibitors.
28. **Shipping:** Shipping instructions, deadlines, and labels will be provided in the Exhibitor Services Kit, released approximately 90 days prior to the show. Exhibitors must follow the shipping instructions included in the Kit to ensure proper handling and delivery. All freight, box containers, and equipment will be inspected by Wynn Security at all loading docks and staging areas prior to moving into the property. All freight must be removed from the show floor by the time designated in the Exhibitor Services Kit. Any freight or items left behind will be treated as abandoned property and discarded at the Exhibitor's expense.
29. **Photography:** Outside photographers are not permitted. Photographers may be hired directly through the hotel using their official contractors.
30. **Privacy Policy:** NMHC does not provide email addresses of members or event registrants to Exhibitors in accordance with our privacy policy and industry best practices. [Click here to read NMHC's Privacy Policy](#).
31. **Violations:** The rules and regulations set forth in this document will be strictly enforced. Exhibitors found to be in violation are subject to penalties determined by NMHC that may include but are not limited to, removal of the exhibit from the conference, prohibition for exhibiting at future conferences, and loss of accrued exhibitor priority points. NMHC shall, in its sole discretion, determine any dispute or conflict with respect to any matters not specifically covered by the terms and conditions listed in the contract.