

2022 NMHC OPTECH Exhibitor Rules & Regulations

- Event: The terms "OPTECH," "Conference & Expo," "Conference," and "Expo" refer to the 2022 NMHC OPTECH Conference & Expo to be held November 01-03, 2022, at the Wynn Resort in Las Vegas, NV.
- Application and Contract: A completed online exhibit application is required to reserve a booth space. Approval of an exhibit application by NMHC will constitute an enforceable contract between the Exhibitor and NMHC. Only the Exhibitor company name submitted on the Exhibit Application will be used as the Exhibitor's display name in all exhibitor directories, listings, and badges.
- 3. **Eligibility:** NMHC limits the sale of booth space to firms whose products or services contribute to the overall goals of the conference and its attendees. All exhibit applications are subject to NMHC review and approval. NMHC reserves the right to determine a company's eligibility and may deny any application for any reason.
- No Endorsement: NMHC makes no representation concerning any Exhibitor or its products or services. Exhibiting does not constitute or imply the endorsement of the Exhibitor's company, products, or services by NMHC.
- 5. Booth Selection and Waitlist: Booth selection timeslots will be assigned to 2021 OPTECH exhibitors based on their priority points status. The priority points system is outlined in the Exhibitor Prospectus. Once timeslots are complete, Exhibit Applications will open to all other firms. Booth space will be assigned in the order applications are received (both during timeslots and in the open period) until booth space runs out. If necessary, NMHC will establish a waitlist. Exhibitors select their own booth space while completing the application; Please be mindful of your proximity to competitors while selecting your booth space. All booth selections are subject to approval; NMHC reserves the right to review booth selections and relocate any exhibitor.
- 6. **Floor Plan:** The floor plan is subject to change. NMHC reserves the right to modify the floor plan or relocate an exhibitor if required due to changes in the floor plan. NMHC will contact the Exhibitor if a booth relocation is needed. All measurements shown on the floor plan are approximate for your planning purposes and are not guaranteed to be accurate.
- 7. Booth Rates: Standard booth rates are \$4,500 per 10'x10' at the member rate and \$5,500 per 10'x10' at the non-member rate. 2022 Chair's Circle sponsors receive 10% off of their total booth space fee and 2022 Friends of the Council sponsors receive 5% off of their total booth space fee. Startup Kiosks are \$3,500 at the member rate and \$4,000 at the non-member rate. Prices are non-negotiable. Booth space is not included in the cost of any NMHC membership or sponsorship package. To qualify for the member rate, the Exhibitor is required to have a membership roster under the exhibiting company name as listed on this application. Membership must be in good standing (member dues fully paid) at the time of application through the time of the Conference. To qualify for the sponsor rate, an Exhibitor must be a sponsor in good standing (sponsor fees fully paid) at the 2022 Chair's Circle or Friends of the Council sponsor level. NMHC will review all exhibit applications prior to approval to ensure the correct booth rate has been selected by the exhibitor. NMHC reserves the right to review exhibit applications at any time, before or after approval, and may re-invoice an Exhibitor at the appropriate non-member or non-sponsor rate if the incorrect rate was selected during application, or if their membership or sponsorship lapse or remain unpaid prior to and during conference dates.



- 8. **Payment:** Payments may be made by credit card, check, or ACH; payment instructions will be included on the invoice. Full payment of booth space is due by August 31, 2022. After August 31, full payment is required at the time of application. Exhibitors with unpaid invoices at the time of the Conference will not be allowed to move in or exhibit. NMHC reserves the right to cancel an exhibit contract and booth space due to non-payment and resell the space to another firm.
- 9. Cancellation/Downsizing: Exhibitors must submit notice to cancel or downsize their booth space to mrowan@nmhc.org. If notification to cancel or downsize booth space is received on or before August 31, 2022, NMHC will provide a 50% refund. No refunds will be provided after August 31, 2022. Exhibitors are liable for unpaid booth fees if cancellation occurs before receipt of payment. Exhibitor benefits will be revoked upon cancellation, and the canceled booth space will be released back into inventory and resold to another Exhibitor. In the event of downsizing, the cancellation policy applies to the portion of the booth space being released by the Exhibitor. In some cases, NMHC may need to relocate the downsizing Exhibitor to a new booth space to best accommodate or maintain the floor plan. NMHC reserves the right to cancel this agreement due to non-payment or violation of this contract. No refunds will be issued in these cases. Booth space fees are non-transferable and may not be applied to Conference sponsorships, registrations, or other NMHC events.
- 10. Force Majeure: NMHC may cancel this contract 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 preceding shall be a Force Majeure Event. If the Conference is postponed or canceled due to any Force Majeure Event, NMHC will refund the exhibitor the total amount paid for its booth space if payment has been received. NMHC is not liable for any additional event or exhibit expenses incurred by the Exhibitor.
- 11. **Mergers & Acquisitions:** The cancellation policy listed in this contract will apply to any canceled or downsized booth space due to this activity. Should a merger or acquisition occur between two or more exhibitors, the parent company will retain the highest exhibitor priority points value of the merged or acquired companies, not a sum of the values. Please email mrowan@nmhc.org in the event of a merger or acquisition.
- 12. **No Subletting:** Exhibitors may only exhibit in their assigned booth space; only one company per booth space will be assigned. Exhibitors may not assign, sublet, or share the booth space allocated to them with another company or display any materials not part of their company's regular product, business, or service lines unless NMHC has granted written permission.
- 13. **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 and the hotel immediately. The Wynn Las Vegas Security Department requires that incident reports be completed immediately in all cases of personal injury, theft, vandalism, etc.

- 14. **Security:** NMHC will provide perimeter and overnight security for the exhibit hall but does not assume any liability for theft or damages of or to an Exhibitor's property. All property of the Exhibitor is understood to be the sole responsibility of the Exhibitor, and the Exhibitor is responsible for securing and safeguarding their exhibit materials, equipment, valuables, and property. Exhibitors may hire additional security for their booth if needed at their own expense.
- 15. **Insurance:** Each Exhibitor must obtain, provide, carry, and maintain an insurance policy at their own expense. A sample Certificate of Insurance (COI) Form with insurance requirements will be provided in the Exhibitor Services Kit. Each Exhibitor must submit their COI form to NMHC by the date provided in the Exhibitor Services Kit. Exhibitors who are unable to obtain insurance or who do not submit a COI form by the deadline will not be permitted to move-in or exhibit.
- 16. Installation/Dismantling: Dates and times for exhibit installation/dismantling will be determined by NMHC and listed in the Exhibitor Services Kit. All booths must be installed and show ready by the close of installation, as listed in the Exhibitor Services Kit. Booth space not yet claimed, occupied, or set by this time may be canceled by NMHC and reassigned to another firm without refund to the original exhibitor if no prior arrangements have been made with NMHC for a delayed move-in. All booths must remain fully intact until the close of the exhibit hall. Exhibitors who begin to dismantle their booths early will be subject to the loss of all accrued exhibitor priority points and may be prohibited from exhibiting at future conferences. All exhibits and materials must be removed from the exhibit hall by the end of the specified dismantling period. Any freight, packing materials, or loose items left on the floor at this time will be treated as abandoned property and removed and discarded at the Exhibitor's expense. Personnel attending for installation/dismantling hours only do not need to register or obtain a badge. NMHC is not liable for damages or theft that may occur to an Exhibitor's property during installation or dismantling.
- 17. **Storage:** All freight, packing containers, wrapping materials, and display materials must be removed from the show floor and removed from behind booths, properly labeled, and placed in storage at the end of the installation period and before the show opening. Any loose items left behind will be removed and discarded at the Exhibitor's expense. No crates, packing materials, or any items may be stored behind booths, under tables, behind drapes, or in doorway vestibules at any time. The Exhibitor should make proper arrangements for storage and removal of freight through Freeman (official show decorator). Information will be provided in the Exhibitor Services Kit when available. NMHC is not liable for damage or loss of packing materials or crates.
- 18. **Damage to Property:** Exhibitors may not post, nail, screw, or otherwise attach or affix items to walls, windows, ceilings, floors, columns, or other parts of the building or furniture. Exhibit materials, boxes, and crates cannot be laid or placed against walls. Exhibitors are liable for any damage caused by their representatives to the building or other exhibitors' property. In case of damage, applicable fees will be charged to the Exhibitor.
- 19. **Booth Display Regulations:** NMHC follows the <u>IAEE Guidelines for Display Rules</u> and Regulations and additional display policies, as will be later detailed in the Exhibitor Services Kit. Exhibitors must adhere to these guidelines and display policies and factor these policies into the design and build of their display. Please submit your booth drawing or contact NMHC if you have any questions or concerns about your display. NMHC will inspect booths during installation and, if



necessary, reserves the right to remove or modify any part of an Exhibitor's display that violates IAEE or venue guidelines at the exhibitor's expense.

- a. Aisles: All booth equipment, signs, banners, or other display materials must be kept entirely within the Exhibitor's contracted booth space, out of the aisles, and may not obstruct the view of neighboring exhibitors. Exhibitors are responsible for keeping the aisles around their booth space clear, accessible, and free of obstructions. Booth personnel may not congregate, stand, or solicit in aisles.
- b. **Booth Appearance:** Booths must maintain a clean, safe, and attractive appearance. All back walls must be finished, and no exposed framing or structure may be visible from the aisle. NMHC may order drapes or other materials to cover unfinished backwalls, exposed columns, wires, pipes, etc., at the exhibitor's expense.
- c. Linear Booths: All display materials should be arranged in such a manner so as not to obstruct the sight lines of neighboring exhibitors. The maximum display height for back walls is 8ft. The maximum height of 8ft for display materials is allowed only in the rear half of the booth space, with a 4ft height restriction imposed on all materials (including banners, signage, check-in counters, display monitors, etc.) in the front half of the booth space forward to the aisle. NMHC provides exhibitors in linear booths with 8ft high drape and 3 ft high side-drape. Drapes are not intended as a display fixture; products and signs may not be attached or affixed to the drape. Banners can be attached to the pipe using shooks only. Display materials, including any company logos, branding, or advertising, may not face or be projected onto any neighboring booth. Hanging signs are not permitted in linear or endcap booths.
- d. **Corner and Perimeter Booths:** All guidelines for linear booths apply to corner or perimeter booths, except that the maximum height of the display for perimeter booths for the back wall and in the rear half of the booth is 12ft.
- e. Island Booths (20'x20' and Larger): Exhibitors in island booths may use the entire cubic content of the contracted space. Please be mindful of the placement of walls and hanging signs so as not to excessively block the view of neighboring exhibitors or impede an attendee's ability to navigate the show. Branding is permitted on walls facing the aisles. Hanging signs are permitted in island booths only and require prior approval from the show contractor and venue. The height restriction for island booth hanging signs is 24', measured from the floor to the top of the sign (height variances may be permitted based on schematics and rigging points.) Hanging signs may only be placed over the contracted booth space and may not extend into aisles or adjoining booth spaces. Exhibitors in island booths must submit their booth drawings/schematics for approval by the date listed in the Exhibitor Services Kit.
- f. **Canopies/Ceilings:** The use of canopies and ceilings in linear and island booths is permitted with prior approval from the venue to ensure structure and fire safety compliance. Exhibitors using a canopy or ceiling as part of their display must submit their booth drawing/schematic for approval by the date listed in the Exhibitor Services Kit. Height restrictions and line of sight requirements apply.
- g. Kiosks: Kiosks are turnkey units provided, installed, and dismantled by the official show contractor. The details of the kiosk unit can be found in the exhibitor prospectus and cannot be changed. Additional chairs and furniture are not permitted. Due to space restrictions, other signage, displays, or monitors/screens are not permitted to be



displayed or placed next to or behind the Exhibitor's contracted kiosk. Any such items will be removed. All other display materials, such as laptops, brochures, and giveaways, must be kept within the confines of the unit.

20. Additional Exhibit Specifications:

- a. **Animals:** Seeing eye/assistance animals are permitted. No other animals are allowed in the exhibit hall.
- b. **Balloons:** Small, air-filled balloons may be used for decoration purposes only. The use of helium balloons and mylar balloons is prohibited.
- c. **Carpet:** The exhibit hall is carpeted. Additional carpeting or flooring may be ordered through the Exhibitor Services Kit but is not required. Aisle carpet cleaning will be maintained and provided by NMHC. Exhibitors are responsible for maintaining and cleaning their booths and may hire cleaning through the Exhibitor Services Kit.
- d. Catering: Wynn Las Vegas is the sole provider of all food and beverage. In compliance with Nevada Liquor Laws, Wynn Las Vegas is the only authorized licensee able to sell and serve liquor, beer, and wine on premises. Catering order forms for booths will be provided in the Exhibitor Services Kit. All food & beverage must be distributed within the Exhibitor's booth space and may not extend into aisles or neighboring exhibits.
- e. **Drones:** Drone usage is not permitted in the exhibit hall or venue.
- f. Lighting: No lighting, fixtures, lighting trusses, or overhead lighting is allowed to be set up or projected outside the contracted booth space, and lighting must only be projected into the inner confines of the contracted booth space. Lighting may not project onto neighboring booths or aisles. The use of lasers, ultraviolet lights, or flashing or strobe lights is not permitted.
- g. Stickers: Exhibitors are not permitted to give away adhesive-backed stickers or decals.
- h. **Vehicles:** The use of vehicles on the show floor is restricted and requires prior approval. Please email mrowan@nmhc.org if you wish to use a vehicle in your display.
- i. **Wi-Fi:** Free high-speed wi-fi internet access will be available free of charge to all exhibitors and attendees. Exhibitors may purchase additional or dedicated internet services through the Exhibitor Services Kit.
- 21. Americans With Disabilities Act: All exhibitors are expected to be in compliance with the U.S. Americans with Disabilities Act (ADA) and are encouraged to be sensitive and as reasonably accommodating as possible to attendees with disabilities. It is understood that NMHC will not be held responsible by the Exhibitor for their failure to comply with the requirements as stated in the Americans with Disabilities Act.
- 22. Fire and Safety Regulations: Exhibitor agrees to comply with local, city, and state laws, ordinances, and regulations for fire, safety, and health and assumes all responsibility for compliance with such rules and 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. An official flame-retardant certificate must accompany all materials. All fire exits and aisles must be kept clean and unobstructed at all times. 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). Exhibitors may not store or keep any materials, boxes, packaging, or crates in their booths, behind drapes, or under draped tables. Smoking is not allowed in conference spaces, meeting/session rooms, or exhibit hall.

- 23. Registration: Exhibitors are not automatically registered for badges. Exhibitors may complete registration on the NMHC website once conference registration opens. All complimentary registrations included with an exhibit package (as outlined in the Exhibitor Prospectus) are to be used by employees of the Exhibitor firm only. If an Exhibitor has multiple memberships, registration benefits will only be attached to the highest NMHC membership level as held by the Exhibitor. Exhibitors must register any employee or booth support staff who needs access to the exhibit hall or their booth during show hours; Registration is not required for individuals attending for installation or dismantling only. Additional registrations may be purchased at the full member or non-member rate as published. All registrations are subject to registration cancellation policies, fees, and deadlines listed on the event website. Registrations are nontransferable to other rosters, individuals, companies, or NMHC events. Unused complimentary registrations will not be refunded, credited, or transferred to another event.
- 24. **Badges:** Badges will be printed and distributed on-site to registered individuals only. Badges are produced using the Sponsor company name only, as listed on the Exhibit Application. Badges will not be reprinted or changed on-site to reflect a different company name, entity, brand, division, etc. Each individual is required to display their own badge; badges may not be shared. Badges must be worn at all times and may not be altered, covered, or replaced with company badges. No individual will be permitted in conference spaces or the exhibit hall without a badge during show hours. Badges are not required to access the exhibit hall during installation and dismantle hours. Individuals without badges, who are found to be sharing badges, or who are found to have obtained a badge using false credentials are subject to removal from the conference or exhibit hall without refund.
- 25. Exhibit Hall Hours and Access: Exhibit Hall hours are set by NMHC and subject to change; please consult the conference agenda on the event website and exhibitor prospectus for updates. Booths must be staffed during all expo hours. All booth staff must be familiar with the Exhibitor Rules and Regulations. Exhibitors with badges may enter the exhibit hall one-hour before it opens and may remain in the exhibit hall for 30-minutes after it closes. Non-exhibitor attendees will not be permitted to enter the exhibit hall early or stay after closing, even if the individual is accompanying an Exhibitor. Exhibitors may not meet with non-exhibiting attendees in their booths outside of designated exhibit hall hours. No individual will be admitted to the exhibit hall for any reason during show hours without a badge.
- 26. Exhibitor Intellectual Property: The Exhibitor warrants and represents that it owns or has the proper license to all intellectual property used and displayed at the 2022 NMHC OPTECH Conference & Expo. Exhibitors shall not display any product or service or distribute advertisements for a product that infringes upon another entity or individual's trademark, copyright, patent, or intellectual property.
- 27. **Licensing:** Exhibitors are responsible for obtaining any appropriate and necessary licenses for copyrighted music, videos, performances, or displays used in connection with their booth.
- 28. **Demonstrations**: All demonstrations, presentations, meetings, and marketing/promotional activities, be held within the confines of the Exhibitor's assigned booth space. Activities cannot and cannot extend into aisles, impede traffic flow, or encroach into neighboring exhibits. All



- activities should be professional and non-offensive. NMHC reserves the right to discontinue a demonstration or booth activity if it is found to impede traffic or if it is noisy, disruptive, or offensive.
- 29. **Sound:** Exhibitors may use sound in their booth, so long as the noise level does not disrupt the activities of neighboring booths or NMHC programs. NMHC and Wynn Las Vegas retain the right to regulate the volume of any sound to the extent the noise interferes with NMHC programs, other exhibitors, other groups within the building, or is determined to be offensive.
- 30. NMHC Activities/Programs Exhibit Hall: NMHC plans to host various programs and activities throughout the show floor during exhibit hours. For exhibitors that select booth locations near Marketplace Stage or lounges, please be aware that sound will be used during presentations and may be heard in your booth. NMHC will work to manage sound volume, but sound bleed may occur during these sessions. NMHC may ask you to discontinue the use of sound in your booth during official presentation times if it conflicts with the official program.
- 31. **Photography/Film:** The Exhibitor permits NMHC to use any photos or recordings taken of their booth or booth representatives during the Conference by NMHC (or a hired representative) in marketing or promotional materials and on the website. Exhibitors may hire their own photographers but are only permitted to take professional videos or photographs of their own booth space. Exhibitors may not directly photograph or film another exhibitor's booth without first obtaining written permission for that exhibitor, nor may they photograph or film any sessions, session rooms, or conference spaces. All photographers hired on behalf of the Exhibitor must register to obtain a badge to access the exhibit hall.
- 32. **Use of Exhibitor Logo:** Exhibitor agrees to submit their company logo to NMHC to be used in conference promotional materials, conference website, and other uses pertaining to the conference. Only one company, division, or brand may be reflected per logo.
- 33. **Unauthorized Solicitation Notice:** For your protection, do not purchase attendee lists, book travel or hotel rooms, or order exhibitor show services through any unknown company or third-party vendor that may contact you directly. Solicitations from any such firms are fraudulent; NMHC is not affiliated with these firms. If you are contacted by a firm soliciting these services, please email mrowan@nmhc.org. Exhibitors should only order show services using the official vendors and order forms provided in the Exhibitor Services Kit. Hotel booking information will be provided on the NMHC website.
- 34. **Exhibitor Services Kit:** Freeman is designated as the official general service contractor for OPTECH. The official Exhibitor Services Kit will be available online through Freeman and emailed to the Exhibitor approximately 90 days out from the Conference, or sooner if available. The Exhibitor Services Kit will include show information and official order forms for services such as, but not limited to, furniture, electric, lead retrieval services, catering, computer/audiovisual equipment, and shipping/handling. Exhibitors agree to comply with all rules and regulations specified by Freeman and any official vendor for any services that may be ordered. NMHC is not liable for any services ordered by the exhibitor.
- 35. **Exhibited Appointed Contractor (EAC):** An Exhibitor Appointed Contractor (EAC) is any individual or company outside of the designated official show contractors that an exhibitor may choose to hire independently for their booth installation or dismantle. If an exhibitor plans to use the services of an outside contractor, an Exhibitor Appointed Contractor (EAC) form, along with the EAC's certificate of insurance (COI) form, must be submitted by the EAC or Exhibitor by the deadline published in the Exhibitor Services Kit. EACs must adhere to show and venue rules and



regulations.

- 36. **Shipping:** Exhibitors are responsible for arranging all inbound and outbound shipping of their booth display and materials at their own expense. Shipping labels, forms, pricing, and dates for advance warehouse and direct show shipments will be provided in the Exhibitor Services Kit. Shipment sent to the Wynn directly will be re-directed to Freeman, and the Exhibitor will be assessed additional fees.
- 37. **No Suitcasing:** NMHC strictly prohibits Suitcasing and Outboarding activities at meetings, conferences, and events. All attendees must abide by the MMHC Suitcasing and Outboarding Policies.
- 38. Subgroup/Affiliate Events and Meeting Room Rentals: All requests for on-site event space, meeting room rentals, or suites, requires NMHC approval. Any request made directly through the hotel will be forwarded to NMHC for approval. NMHC reserves the right to decline any request. NMHC reserves the right to cancel any unapproved events. Please view the Subgroup Event Policies for eligibility and criteria for on-site and off-site events. Sponsors at the 2022 Chair's Circle, Friends of the Council, or Conference Sponsor level are eligible to host an event on-site and may submit their request using the Subgroup Event Request Form. Event times for on-site and off-site events may not conflict with the NMHC program or exhibit hall hours. Violations of any subgroup event policies may result in the loss of the ability to hold subgroup events or exhibit at future NMHC meetings and may be subject to other penalties deemed appropriate by NMHC. Meeting room rentals are not available at this time.
- 39. **Distribution of Marketing Materials:** Distribution of any brochures, materials, displays, demos or promotional items, or activities outside of the Exhibitor's assigned booth space is strictly prohibited. Solicitation of registrants in the aisle or in another exhibitor's booth is prohibited.
- 40. **Sponsorship/Branding Opportunities:** Sponsorship opportunities are available to member firms only and may be purchased separately from a booth space. Exhibitors are prohibited from displaying products/services, signage, and other advertising material in areas outside their assigned booth space, such as, but not limited to, floor decals, hotel driveways, hotel lobbies, lounges, corridors, sleeping rooms, etc., unless such an opportunity has been separately purchased, contracted, and approved through NMHC as an official sponsorship.
- 41. **Speaking Opportunities:** Speaking opportunities are not included with any exhibit or sponsorship package. Exhibiting does not imply or guarantee the Exhibitor will receive any speaking or panel opportunities, regardless of booth size, sponsor level, membership level, or any such opportunities held by the Exhibitor in the past.
- 42. **Attendance:** NMHC OPTECH and the exhibit hall are open to all registered attendees and exhibitors. NMHC makes all reasonable attempts to market to and bring qualified attendees to the conference and exhibit hall but does not guarantee a specific number of attendees, traffic, or level of the attendee on the show floor.
- 43. **Privacy Policy:** NMHC does not rent or sell the email addresses or contact information of members or event registrants to exhibitors, sponsors, or members in accordance with our privacy policy and industry best practices. Click here to read NMHC's Privacy Policy: https://www.nmhc.org/about/privacy-policy/.
- 44. **Attendee List:** The official conference attendee list will be available on the NMHC website once conference registration opens. The attendee list is available free of charge to members. Members



will be required to log in to their NMHC membership account to view the list. Non-members (even if exhibiting) must first register for the Conference to view the attendee list. The attendee list includes name, title, company, and location only. Email addresses are not provided in accordance with NMHC's Privacy Policy.

- 45. **Direct Mail Marketing Benefit:** Each exhibitor is eligible to send a one-time direct mailing to conference registrants, either pre- or post- show, to conference registrants, by request, through NMHC's preferred printer and mail house. Direct Mail Guidelines and request instructions will be provided to exhibitors. Mailing addresses are provided directly to the mail house by NMHC and are not shared with the Exhibitor.
- 46. **NMHC Values and Expectations:** NMHC strives to create a valuable experience by fostering an inclusive and professional environment for our members, guests, and staff during NMHC activities and events. Sponsor firm representatives and any support or entertainment personnel hired by the Sponsor are expected to comply with this policy. Please review NMHC's Values and Expectations at https://www.nmhc.org/about/nmhc-values-and-expectations/. Violations may result in the cancellation or revocation of the sponsorship without refund or other penalties as deemed appropriate by NMHC.
- 47. **COVID-19 Disclaimer:** To ensure a safe environment for all attendees, exhibitors, and staff, NMHC reserves the right to implement health and safety measures and policies due to COVID-19. All exhibitors and attendees will be required to comply with all health and safety protocols established by NMHC or the conference venue. NMHC will make decisions on and communicate this information closer to Conference dates in accordance with the latest CDC guidance, local requirements, and hotel policies.
- 48. Amendments: It is agreed that NMHC has the right to reasonably alter or amend the terms and conditions of this contract as the need arises and as deemed appropriate by NMHC to ensure the success of the Conference, provided NMHC gives adequate notice to the Sponsor when possible.
- 49. **Violations:** The rules and regulations outlined 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.

By completing and submitting the exhibit application, you confirm that you have read and agree to the 2022 NMHC OPTECH Exhibitor Rules and Regulations.