



# Annual Convention and Trade Show EXHIBITOR RULES AND REGULATIONS

As of 5.01.2024

## 1. CONDITIONS TO EXHIBIT

Anyone interested in offering any product or service to the interNational Association of Lighting Management Companies (NALMCO®) audience **MUST** register in advance. Anyone offering any product or service to the NALMCO audience without proper registration will be subject to immediate dismissal from the Convention and Trade Show. The Exhibit contract becomes valid and space is reserved only upon receipt of payment for the total cost of exhibiting.

## 2. EXHIBIT SPACE

The space contracted for herein is to be used for the Exhibitor whose name appears on the contract for space. Exhibitors may not sublet or resell any portion of their contracted space nor allow their badges to be used by unauthorized persons. Firms, companies or organizations that have not contracted for exhibit space or paid the exhibit hall rate, will **NOT** be permitted to solicit business within the exhibit area. NALMCO reserves the right to prohibit or restrict and, if necessary, remove or require correction of any exhibit that is unsuitable or objectionable for the NALMCO Trade Show or the exhibit area. Partners are given premium exhibit space, otherwise, exhibit space is assigned on a first-come, first-served basis. NALMCO has the right to modify the exhibit hall floor plan if necessary.

## 3. UNOCCUPIED SPACE

If unoccupied on opening day, said space is considered forfeited. NALMCO reserves the right to rent such space to any other Exhibitor or use said space in any other manner. NALMCO has the right to modify the exhibit hall floor plan if necessary.

## 4. EXHIBITOR PERSONNEL

During official exhibit hours, a representative for the exhibiting company must be in the booth at all times during exhibition hours. Booth registration includes one (1) representative per purchased booth space. Tabletop registrations include one (1) representative per purchased tabletop.

## 5. SECURITY

The exhibit hall will be locked during after-exhibit hours; however, hotel personnel will have access at all times. NALMCO has no liability for any loss or damage sustained by an exhibitor during such hours or at any time, whatever the cause.

## 6. INDEMNITY

It is expressly understood and agreed that the Exhibitor will hold harmless and make no claim against NALMCO or its officers, members or agents for any loss, damage to or destruction of property, nor for any injury that may occur to the Exhibitor, its agents or its employees while in the exhibit facilities, nor for any damages of any nature or character whatsoever, including direct or indirect damage as a result of loss of business arising out of the exhibition or cancellation thereof. The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of Exhibitor's activities on the Hotel premises and will indemnify, defend and hold harmless the Hotel, its owner and its management company, as well as their respective agents, servants and employees from any and all such losses, damages and claims.

## 7. DAMAGE TO EXHIBIT FACILITIES

The exhibiting company must leave space assigned and occupied in the same condition as when possession began. Exhibitor is liable for damage to walls, columns, floor, carpet, ceiling, etc.

## 8. CHANGE OF FLOOR PLAN

NALMCO reserves the right to change the exhibit hall floor plan and/or exhibit locations without prior permission from the Exhibitor.

## 9. NON-ENDORSEMENT

The exhibiting of products and services at the NALMCO Convention and Trade Show does not constitute an endorsement by NALMCO for any product or service exhibited. Exhibitors are not permitted to represent in any manner that NALMCO has endorsed goods or services.

## 10. AMENDMENTS

These Rules and Regulations have been formulated for the best interest of the Exhibitors and NALMCO Convention and Trade Show. All matters and questions not covered by these Rules and Regulations may be amended at any time by NALMCO and all amendments so made shall be equally binding on all parties affected by them as the original Rules and Regulations.



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## 11. COMPLIANCE WITH LAWS

Exhibitor/Sponsor shall abide by all laws, rules, regulations, and ordinances of any applicable government authority and all rules of the event venue and/or hotel, including but not limited to compliance with the Americans with Disabilities Act.

## 12. GOVERNING LAW

This Agreement shall be governed in accordance with the laws of the State of Iowa without giving effect to any choice or conflicts of law principles. The parties agree to submit to the exclusive personal jurisdiction and venue of the state courts in Polk County, Iowa, or the federal court in the Southern District of Iowa for disputes relating to this agreement.

## 13. CANCELLATION OF CONTRACTED SPACE

Cancellations received prior to August 30, 2024, will be refunded less a \$300 processing fee. No refunds will be given on or after August 30, 2024. No refunds will be given for no-shows. No refunds will be given for cancelled Partnerships (sponsorships).

## 14. CANCELLATION OF EXHIBITION

Should any cause (such as fire, strike or Acts of God, epidemic, pandemic etc.) beyond the control of NALMCO arise prior to the opening date of the Trade Show causing its cancellation, it is understood and agreed that NALMCO will attempt to reschedule the event as near the original date and site as possible. NALMCO is not responsible for any other costs incurred by pre-registrants in connection with the conference.

## 15. CANCELLATION, POSTPONEMENT AND VIRTUAL ALTERNATIVE OPTIONS IF EXECUTED BY NALMCO

### **Cancellation:**

Should any cause (such as fire, strike, or Acts of God, epidemic, pandemic, etc.) beyond the control of NALMCO arise prior to the opening date of the Trade Show causing its cancellation, it is understood and agreed that NALMCO will attempt to reschedule the event as near the original date and site as possible.

- NALMCO is not responsible for any other costs incurred by pre-registrants in connection with the convention.
- If not rescheduled, participants will receive a full refund.
- This policy may be reviewed and altered on a case by case basis by the NALMCO Board of Directors.

### **Postponement:**

In the event the NALMCO Annual Convention and Trade Show is postponed for any reason, all fees associated with the event will be transferred to the new dates.

- **Attendees:** If you are not available on the new dates a refund for attendee registrations will be given a full refund.
- **Exhibitors:** Exhibitor registrations for those unable to attend the new dates will be given a full refund
- NALMCO is not responsible for any other costs incurred by pre-registrants in connection with the conference.

### **Virtual Alternatives:**

In the event the NALMCO Annual Convention and Trade Show is offered virtually or hybrid, no refunds beyond the standard refund policy will be given unless a reduced registration fee is offered for virtual attendance (whether attendees, exhibitor or sponsor). If a reduced fee is offered, the difference between the virtual registration fee and live registration fee will be refunded.

- This policy is in place only if a live event is forced to change to a virtual event or to add a virtual component.
- If the event was originally planned as a live event with a virtual component, and the attendee, exhibitor or sponsor registered under the live event fee, then decided to attend virtually, the events registration and/or cancellation policy will be in effect.
- NALMCO is not responsible for any other costs incurred by pre-registrants in connection with the conference.

## CONVENTION REGISTRATION POLICIES

Registration fees are per person and include admission to all outlined Convention functions. Registration fees do not include hotel accommodations, airfares or optional tours and activities. Spouses, significant others and children must pay the applicable registration fee if attending Convention functions. Only those individuals who register and have NALMCO Convention name badges/tickets may attend Convention events.