

NICRA 2019 Exhibit Rules and Regulations

SPONSORSHIP - The National Ice Cream Retailers Association sponsors, produces, and owns this annual meeting and trade show herein known as NICRA and it shall establish all meeting policies. All matters not covered by these rules and regulations are subject to decision by the NICRA Officers and Board of Directors. NICRA cannot guarantee by your exhibiting at this event any financial gain to you or your organization, nor can they guarantee attendance of same.

ELIGIBILITY TO PARTICIPATE - Exhibitors must be NICRA supplier members in good standing in order to exhibit. Each exhibitor must have at least one person to be the official on-site authorized representative of the company and to sign this Exhibit Booth Contract.

NONDISCRIMINATION POLICY - NICRA is committed to a policy of nondiscrimination in all of its endeavors. To that end, NICRA shall not tolerate any words or acts of discrimination, harassment or any inappropriate behavior in general against any person affiliated with NICRA, including its Members and guests, with regard to race, sex, color, creed, religion, age, national origin, disability, marital status or sexual orientation.

PAYMENT - Payment in full must accompany the Exhibit Booth Contract or space will not be assigned. Registration Form and payment must accompany Exhibit Booth Contract. At least one person from each company must register and pay a registration fee. If payment in full is not received by the time exhibits are being set up, the exhibitor will not be allowed to set up the exhibit.

CANCELLATION - Written cancellations will be honored with full refunds, less a 15% service fee and any credit card fees, until October 8, 2019. After October 8, 2019, 35% of the exhibit booth fee will be refunded through October 12, 2019. Exhibitors who cancel after October 15, 2019 will not receive a refund and exhibit space may be reassigned.

INSTALLATION AND DISMANTLING - Exhibitor move in is Tuesday, November 5, 2019 after 9am. All booths must be fully installed by Tuesday, November 5, 2019 at 2:00 P.M. No exhibit may be dismantled before 3:45 P.M. on Thursday, November 7, 2019. Crates for equipment removal will be delivered after 3:45 PM Thursday, November 7, 2019.

LOCATION OF BOOTH - Booth space is assigned on a first come basis. The management reserves the right to alter the location of exhibits shown on the official floor plan as it deems advisable in the interest of the exhibition. However, no change of location will be made without full discussion with the exhibitor affected by such changes.

STAFFING - Exhibits must be open on time and at least one person must be present in the booth during all exhibit hours.

AMERICANS WITH DISABILITIES ACT - In compliance with the Americans With Disabilities Act (ADA), each exhibitor must comply with the ADA, and modify policies, practices and procedures as necessary to allow individuals with disabilities to participate fully within the confines of the exhibit space.

ARRANGEMENT OF EXHIBITS - All exhibits must be arranged so as not to obstruct the general view or hide the exhibit of others. The standard booth equipment provided is an 8' high backwall and 3' high side rails with draping. No part of the exhibit may exceed 4' high in the front half of the booth.

SUBLETTING OF SPACE - Exhibitors may not assign, sublet or apportion any part of the space allotted to them. Exhibitors may not exhibit, advertise or display goods and/or services from non-member and/or non-exhibiting companies.

USE OF SPACE - All activities must be confined to the limits of the rented space. Distribution outside of the rented space assigned of advertising material, fliers, souvenirs, food or other articles is strictly prohibited.

NO SUITCASING POLICY - NICRA has a no tolerance policy regarding "suitcasing." Suitcasing is when a non-exhibiting attendee solicits business in hallways or dining areas, in the Supplier Exhibit Area or in other public spaces including another company's booth or a hotel lobby, during the NICRA Annual Convention. Suitcasing practices include soliciting or selling products and/or services by passing out brochures and business cards or conducting meetings.

Please note that while all Convention attendees are encouraged to visit with each other, only those attendees who have registered and paid for a booth as an exhibiting Supplier Member are allowed to solicit business at the Convention. Any non-exhibiting attendee who is observed to be soliciting business at the Convention, or in violation of any other portion of NICRA's exhibition policies will be asked to leave immediately.

MUSIC & AUDIO-VISUAL EFFECTS - Exhibitors may use music or audiovisual devices with sound but at such decibel intensity as not to interfere with the activities of other exhibitors.

COPYRIGHT LAW - No copyrighted music and/or video, DVD's, etc. may be played or sung in the exhibit area unless you have written proof of permission to use the material by the copyright owner. The exhibitor is solely responsible for obtaining copyright permission. The exhibitor shall indemnify NICRA, its Executive Director, its Officers, Board of Directors and employees and hold them free and harmless from any and all liability whatsoever for any copyright infringement or other violation arising out of the use of copyrighted material.

SALES TAX - The exhibitor is responsible for all federal, state and local laws regarding sales taxes and laws that may pertain to such sales if the company is selling merchandise on location in the exhibit booth. Proof of a sales tax identification number may be required.

CONTRACTOR SERVICES - Fern is the official trade show decorator and will provide service kits, via E-mail, with order forms for electric, drayage, installation, dismantling, etc.

LIABILITY & INSURANCE - NICRA will provide reliable security guards and will take reasonable precautions to safeguard the exhibits. However, NICRA will not be liable for loss or damage to property of the exhibitor or its representatives from theft, fire, accident or any other cause beyond its control. Exhibitors are advised to insure themselves and their property against property loss or damage and against liability for personal injury. The exhibitor shall indemnify NICRA, its Executive Director, its Officers and Board of Directors against, and hold it harmless from, negligence of the exhibitor in connection with the exhibitor's use of display space.

FIRE REGULATIONS - All material used in the exhibit booth must be made of flameproof materials and conform to all fire department regulations. Electrical wiring must conform with all federal, state and local requirements and with National Electrical Codes. If the exhibitor neglects or violates fire regulations, or otherwise incurs fire hazards, NICRA may cancel, without refund, all or such part of the exhibit that may be in violation.

FAILURE TO OPEN EXHIBITION - In case the premises of the Embassy Suites are damaged or destroyed, or if the NICRA exhibition fails to take place as scheduled, or is interrupted and/or discontinued by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, or for any other reason, this contract may be terminated by NICRA. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of NICRA is to return to each exhibitor his space payments, less his pro rata share of all the costs and expenses incurred and committed by NICRA.

INDEMNIFICATION - Exhibitor agrees to indemnify, defend and hold harmless NICRA, its Executive Director, its Officers and Board of Directors from any and all claims, loss, damage or expense (including attorney's fees) arising from the negligence of willful misconduct of the exhibitor, its agents and employees in the performance of its duties and responsibilities under this agreement