

## THE 2024 NAA APARTMENTALIZE RULES AND REGULATIONS

**1. Contract for Space.** The Exhibit Booth Contract, the formal notice of space assignment by the National Apartment Association (NAA), hereinafter referred to as Show Management. These Exhibit Rules and Regulations and any subsequent rules and regulations adopted by NAA with regard to 2024 NAA Apartmentalize constitute a contract for the right to exhibit at 2024 NAA Apartmentalize, June 19 - 21, 2024. All matters regarding these Rules and Regulations and exhibitor's compliance therewith shall be determined by Show Management in its sole and absolute discretion.

### 2. Definitions

As used herein:

"Exhibitor" collectively shall mean the entity or individual that applied for exhibit space and each of its officers, directors, shareholders, employees, agents, contractors, representatives and/or invitees, as applicable.

"Exposition" shall mean 2024 Apartmentalize.

"Facility" shall mean Pennsylvania Convention Center

"NAA" and/or "Show Management" shall mean the National Apartment Association, which owns, produces and manages the Exposition.

"NSC" shall mean the National Suppliers Council.

**3. Cost of Space.** Charges for assigned space, identified in this contract and shown on the official plans, will be as follows: Booths may be purchased in increments of 10'x10' / 100 sq. feet of space. Prices listed are for a 10'x10' / 100 sq. feet of space.  
Member rate \$4,400 • Non-member rate \$5,400

**4. Service Provided.** In exchange for payment in full for the booth (s) contracted by the exhibitor, Show Management will provide the following: Three (3) complimentary booth personnel badges per 10'x10' booth space that give access to NAA Exposition ONLY, discounts on full conference registration badges, access to purchase the attendee mailing list, a basic online company listing, and marketing tools. Inline booths, 10'x10' to 10'x30', will receive an 8' high back walls, 3' side walls and a complimentary company sign. Please note: Carpet/Flooring (required), Furnishings, Internet, and other utilities are NOT included in the booth fee unless otherwise noted.

**5. Payment for Space.** All booth space requires a 100% payment. Exhibit booths will not be approved until full payment for space has been received by Show Management. All monies paid shall be retained by NAA. In the event the Exhibitor fails to fulfill or violates its contract, or withdraws from the NAA Exposition, the respective booth space shall immediately revert to Show Management. NAA can cancel the booth, if payment is not received 30 days after the due date of the invoice if we have not heard from exhibitor on when payment will be made.

### 6. Cancellation/Downsizing of Booth Space.

Any withdrawal of Contract for exhibit space, cancellation of exhibit space or reduction in size of exhibit space must be made in writing to Show Management.

If Exhibitor withdraws contract, or reduces/cancels exhibit space, it shall forfeit all rights in and to the use of any contracted exhibit space. In such case, Exhibitor shall have no right to a listing in the online exhibitor directory, exhibitor badges, or exhibitor hotel rooms. Show Management shall have the right to dispose of the released space in such a way as it may consider in its interests (including re-sale of such exhibit space) without any liability on the part of Show Management.

Refunds for cancellations or downsizing will be determined by the following schedule:

- 100% refund of payment if request is made in writing on or before September 30, 2023.
- 50% refund of payment if request is made in writing after October 1, 2023, but on or before January 26, 2024.

AFTER JANUARY 26, 2024, THERE WILL BE NO REFUNDS OR TRANSFERS WHATSOEVER ON PAYMENT OF EXHIBIT SPACE.

Exhibitors who fail to populate their exhibit space prior to the opening of the trade show without providing prior notice of cancellation to Show Management may be subject to penalties such as loss of Exhibitor Priority Booth selection for future NAA Apartmentalize Exposition(s).

**7. Booth Assignment/Confirmation.** Booth assignment will be made available to approved 2024 Alliance Partners and then 2024 Supporting Partners. National Suppliers Council (NSC) members based on status of membership and years of NAA Exhibit participation at NAA Apartmentalize will be able to select after Alliance and Supporting and then all other exhibitors will have access based on the years of NAA Exhibit participation. Booths will then be opened to the public and available on a first-come, first-serve basis. All spaces will be approved by Show Management after payment in full has been received. Due to the number of companies exhibiting similar or related product lines, Show Management cannot guarantee that a company exhibiting similar products (including a competitor of Exhibitor) will not be in a nearby or adjoining booth space.

**8. Adjust Booth Assignment.** Show Management reserves the right to change the floor plan (including, but not limited to aisle spaces), without notice, in order to comply with fire, safety and accessibility regulations or to provide, in its exclusive judgement, a safer, more satisfactory, attractive and successful Exposition.

**9. Exhibitor Listing/Photographs.** By participating in the Exposition, Exhibitor grants to Show Management a perpetual, fully-paid, non-exclusive license to use, reproduce, and display its name, trade name(s) of its product(s) and service(s) in any directory or other listing of Exposition exhibitors in any and all media, including, without limitation, print and electronic media. In no event shall Show Management be liable for any errors or for the omission of Exhibitor from any directory or other listing. Exhibitor agrees that Show Management may photograph or video record Exhibitor's exhibit and workers, before and during the Exposition and may use the same for promotional purposes. Exhibitor warrants that it owns all intellectual property that it will use at the Exposition or that it otherwise has the legal right to use the intellectual property, pursuant to a valid license agreement.

**10. Move-in/Move-out.** Time periods, deadlines, and restrictions for move-in and move-out of exhibit areas shall be determined by Show Management in its sole discretion and all exhibitors shall be given adequate notice thereof.

All exhibit/displays must remain staffed and fully intact until the end of the trade show. Premature dismantling of and/or failure to fully staff said space during the entire Exposition will not be able to purchase booth space at the discounted rate and will be penalized by Show Management at any future Expositions.

**11. Exhibit Hours.** Exposition Hours will be determined and posted by NAA prior to show date. (Hours may be changed at any time at the discretion of Show Management.)

**12. Character of Exhibits.** To exhibit only products manufactured or distributed by the Exhibitor in the regular course of its business, comprising materials, equipment, apparatus, systems, services, and other component products pertinent to the apartment housing industry. Exhibitors shall submit both design and promotional activity to Show Management for approval at least 90 days prior to show date. Show Management reserves the right to decline any exhibit, exhibitor or proposed exhibit, which in its sole discretion is not suitable for the Show. This reservation concerns persons, things, conduct, printed matter, souvenirs, catalogs and all other things, which affect the character of the Show. Exhibitors only have the right to distribute catalogs, souvenirs and all other matter from the space occupied by them.

**13. Exhibit Specification.** The height of display shall be limited to the height of the 8' high back wall for all inline booths (10'x10' – 10'x30'). Exhibitors shall limit the height of the display material at the sides to 4', from the front of their exhibit to a depth of 5'. The height restriction for all island booths (20'x20' or larger) is 22' for hanging signs and 16' for hard walls. Show Management must approve in writing any display that exceeds these specifications. Unfinished sides left exposed shall be draped or finished at the expense of the exhibitor. No exhibit shall be allowed to project into the aisle beyond the space assigned. Exhibit booth displays in the Show requiring height clearance, beyond the previous standard height dimensions must have written approval from the Show Management. These enlarged displays are encouraged and will be allowed in specific areas of the Show floor. Proposals for such displays must be presented in writing for approval prior to show set-up time. Island booths cannot be enclosed, obstructing the line of vision of booths around it.

#### **14. Exhibit Rules and Regulations**

In order to provide a well-balanced, well-regulated, attractive, safe, and successful Exposition, no exceptions to the following rules will be permitted. Show Management shall enforce strict compliance with these Rules and Regulations.

(a) Exhibitor shall not in any manner indicate that an NAA endorsement or approval of Exhibitor's product(s) or service(s) has been given by NAA merely because NAA has allowed such product(s) or service(s) or literature to be displayed at its exposition; this includes but is not limited to the use of the NAA or 2024 Apartmentalize logo.

(b) Exhibitors may not deface or otherwise obstruct the logo or branding of materials or events sponsored by other companies throughout the conference, i.e., signs, badge holders, conference bags, etc.

(c) No portion of a rear or side wall facing Exhibitor's neighbors may display any company name, logos, or any other advertising

(d) Exhibitors will be responsible for providing, at their own expense, any security necessary for their exhibit.

(e) Children under 18 years of age are not permitted on show floor at any time. This rule applies during Setup, Show and Dismantle times. All persons 18 years old or older must be fully registered and must display registration badge at all times.

(f) Tacking, posting, taping or nailing signs, banners, etc. to any permanent walls or woodwork will not be permitted. Any damage to the exhibit hall by Exhibitors or their employees or agents shall be paid for by the Exhibitor causing such damage.

(g) No visual or audio recording or transmission of 2024 Apartmentalize may be made by or on behalf of the Exhibitor without the prior written consent at least 30 days prior to show date, of NAA and the hotel and/or convention center.

(h) 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. Show Management does not have a license with any licensing agencies; therefore exhibitor is responsible for obtaining directly. Adherence to these federally mandated copyright licensing laws is of critical importance.

(i) In general, exhibitors may use sound equipment in their booths so long as the noise level does not, in the exclusive judgement of show management, 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 or into neighboring booths. Rule of thumb; sound and noise should not exceed 85 decibels when measured from the aisle immediately in front of a booth (refer to OSHA regulations at [www.osha.gov](http://www.osha.gov) for more information).

(j) Only one company is permitted to occupy each booth space. More than one company is not permitted to purchase a booth together. No exhibitor shall assign, sublet or apportion the whole or any portion of the allotted booth, nor exhibit therein any literature or display other than that produced or distributed by the Exhibitor in the regular course of his/her business. Exhibitor personnel must be representative(s) of the contracting company. Contracting company must be company exhibiting. Companies with separate divisions operating under different names must purchase separate booths. Exhibitors may promote their product service lines notwithstanding the fact that those product services may be manufactured by other companies.

(k) NSC companies with separate divisions operating under names other than NSC member name will not receive NSC member benefits in any capacity. NSC companies with separate divisions operating under names other than NSC member name may not use the NSC status when selecting booth space for separate divisions.

(l) Firms and representatives of firm's not assigned exhibit space are prohibited from soliciting business in any form, including but not limited to handing out business cards or promotional material in the exhibition area. Violators of this prohibition will be promptly ejected from the show without refund.

(m) Admission to the Exposition during exhibit hours will be available to all registered attendees. Move-in and Move-out times will be by Exhibitor registration badges or wristbands only and all exhibitor personnel must abide by established registration fee and/or policy requirements of the Exposition. Show Management makes reasonable attempts to attract qualified attendees to the Exposition, but does not guarantee specific volumes or levels of attendees

(n) All exhibits, activities and/or personnel must confine their activities within the exhibitor's booth space and cannot interfere with the use of other exhibits or impede access to them or impede free use of the aisle

(o) The exhibit must, at its expense, maintain and keep its exhibit clean and in good order in accordance with the conference

(p) All vehicles must be approved by NAA Show Management and the facility and abide by certain guidelines provided by Convention Center.

**Vehicles are permitted for island booths (20'x20' or larger) ONLY.**

(q) All food and beverage (including alcohol) must be purchased directly through the Convention Center catering service and can only be distributed at the exhibitor's booth

(r) The official material handling contractor will handle and provide storage space for crates, boxes, skids, etc., during the exhibition and return properly marked materials at the completion of the meeting. Materials not in accordance with these regulations will be discarded.

(s) Carpet or flooring is required for all exhibit space

(t) Multi-story exhibits – Booth displays with two or more levels (must be an island booth – 20'x20' or larger) must receive prior approval by the Convention Center and NAA Show Management

(u) Lighting elements must be contained within the confines of the contracted exhibit space and not protrude into the aisles. This includes all truss work, lighting apparatus, projection equipment, etc. All lighting must be directed into the exhibit space and may not project into the aisles or onto neighboring exhibits. Strobe, flashing and rotating lights are not permitted without the advance written approval of NAA Show Management.

- No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring exhibit booths or guests
- Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring exhibit booths or guests

(v) Exhibitor shall not use or permit the exhibit area to be used in conflict with any law, ordinance, rule or regulation of any governmental authority; in any manner which constitutes waste or nuisance; or any manner which causes injury to the Hotel and/or Convention Center.

**15. Breach.** If this contract is breached by the Exhibitor, exhibitor will not be permitted to exhibit and will be subject to eviction without refund. No waiver of any breach of these rules shall be held to be a waiver of any subsequent breach.

#### **16. Staffing of Exhibit Space**

Distribution by exhibitors of any free printed matter, promotional materials, etc. is strictly limited to the confines of the exhibitor's space.

Exhibitors may staff their booth(s) with a maximum of six (6) people permitted per 100 square feet of booth space. Exhibitors are encouraged to make displays educational and communicative. Distribution of literature, demonstrations, explanations, sales talks, negotiations and registration of prospects are specifically allowed within contracted space, as well as actual sales on the floor and taking of orders/sales for future delivery. Exhibitors are prohibited from soliciting customers in other exhibitors' booths, in the aisle(s) immediately in front of their booth(s) or in any other areas of the Show, e.g. front door.

Exhibitor representatives should be attired professionally and maintain a businesslike climate conducive with the conference.

Booth Personnel Badges allow access to the NAA Exposition only and may not be provided to non-exhibitor staff. Exhibitor Full Conference Badges or individual ticketed events must be purchased to attend Education Sessions, General Session and Special Events. Name Changes or substitutions are subject to a fee. No exhibitor shall attempt to subvert this rule by introducing additional representatives to the show.

NAA strives in its mission to serve as the leading resource in the apartment industry through advocacy, education and collaboration.

Collaborated efforts and inclusivity are expected amongst all members at all NAA events such as meetings, conference and expositions.

Exhibitors, its employees, independent contractors, and agents of every kind are expected to conduct themselves in a manner that is appropriate for the event and may not harass or antagonize another party. Any unsportsmanlike, unethical, illegal or disruptive conduct by anyone during the conference will not be tolerated. All such actions should be reported to NAA Show Management immediately. Supplier companies who are in violation of this policy will be subject to penalty that may include:

- Loss of Exhibitor Priority Booth selection for future NAA Apartmentalize Exposition(s)
- Loss of any discounts on Exhibit Booth rates for future NAA Apartmentalize Exposition(s)
- Suspension from participating in future NAA Apartmentalize events

NAA show management has the authority to immediately eject any person that is behaving in an unprofessional manner.

#### **17. Exposition Policy/ No "Suitcasing".**

**\*Suitcasing:** is the act of soliciting business in the aisles during the exhibition or in other public spaces, including another company's booth or hotel lobby.

Please note that while all meeting attendees are invited to the Exposition, any attendee who is observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the Exposition Policy, will be asked to leave immediately.

Please report any violations you may observe to Show Management. Show Management recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite; a restaurant, club, or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than the exposition floor and at other events. Show Management must be informed of any hospitality suites, and expressed consent must be received prior to the event.

**18. Floor Marshals.** The NAA has the right to appoint Floor Marshals to enforce the rules and regulations enumerated in this contract. Floor marshal warnings are considered Show Management warnings. Exhibiting companies may be ejected from the floor. Warnings may be verbal or written.

**19. Exhibitor Events Policy** Exhibiting Supplier Companies, Non-Exhibiting Supplier Companies, Sponsors and/or Affiliate Attendees of 2024 Apartmentalize are not permitted to hold events that conflict with the 2024 Apartmentalize hours and/or NAA-hosted events (i.e., Welcome Reception, Exposition Hall, Education Sessions, etc.). All hosted events must be approved by NAA. NAA defines an event as groups larger than five (5) individuals being drawn for attendee engagement purposes taking place outside of the convention center and at off-site events (i.e. hospitality suites, group functions, private events, etc.).

Supplier companies who host/participate in any event that is in violation of this policy will be subject to penalty and may include:

- Loss of Exhibitor Priority Booth selection for future NAA Apartmentalize Exposition(s)
- Loss of any discounts on Exhibit Booth rates for future NAA Apartmentalize Exposition(s)
- Suspension from participating in future NAA Apartmentalize events

**20. Union Rules.** Exhibitors are expected to comply with the union requirements in effect for the location of 2024 Apartmentalize. Additional information from the decorator will be included in the Exhibitor Marketplace.

**21. Labor.** Exhibitors agree that labor used in erecting their booths shall not cause stoppage or injury to 2024 Apartmentalize or any other visitor.

**22. Guard Service.** Although guard service will be provided and no unauthorized persons will be permitted in the exhibit areas after hours, 2024 Apartmentalize will not assume responsibility for damage to, loss or theft of property of the exhibitor, the exhibitor's agents, employees or guests. Exhibitors will be responsible for providing, at their own expense, any security necessary for their exhibit.

**23. Liability.** Exhibitor hereby assumes responsibility for and agrees to indemnify, save and hold harmless, NAA, the Hotel and Convention Center, and their managers, officers, directors, members, sponsors, employees, agents, Successors and assigns from and against any loss, damage, claim, including a breach of these rules and regulations, liability and expense (including reasonable attorneys' fees), including personal injury, including death resulting therefrom, or property damage or loss, arising out of or in connection with Exhibitor's participation in 2024 Apartmentalize, except exhibitor is not responsible to an indemnity for the indemnity's gross negligence or willful misconduct. Exhibitor understands that neither NAA, nor the Hotel or Convention Center, maintains insurance covering exhibitors' property and it is the sole responsibility of the exhibitor to obtain such insurance. The individual Exhibitor must obtain insurance and a record of Certificates of Insurance must be submitted to Show Management at the NAA office two months prior to 2024 Apartmentalize. Decorating company limits of liability are described in the Exhibitor Marketplace.

**24. Americans with Disabilities Act.** Exhibitor agrees to comply with all applicable provisions of the Americans with Disabilities Act (the ADA) and shall indemnify NAA, their officers, directors, members, employees and agents from and against any loss, damage, claim, liability and expense (including reasonable attorneys' fees) resulting from or arising out of exhibitor's failure to comply with the provisions of the ADA and allegations of exhibitor's failure to comply with provisions of the ADA.

**25. Force Majeure/Show Cancellation.**

If any event, including but not limited to, acts of God, acts, regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder (including labor disputes or demonstrations of any kind), acts of terrorism or other violence, curtailment of transportation facilities, endemic or pandemic, or other emergency, make it impossible, illegal or otherwise inadvisable for Show Management or the Facility to provide the facilities or services contracted herein, this Contract shall terminate without further obligation on the part of any party hereto. In the event of cancellation, postponement or disruption of the Exposition for any cause beyond the control of Show Management, Show Management shall have no obligation whatsoever to Exhibitor. Exhibitor hereby waives any and all claims against Show Management for damages or compensation due to cancellation or postponement of the Exposition pursuant to this paragraph.

**26. Laws Applicable.** This contract shall be governed by the laws of the Commonwealth of Virginia.

**27. Amendments.** Show Management reserves the right to make reasonable changes in the foregoing rules, NAA Exposition and move-in/move-out arrangements; as such changes have been approved by the NAA. All rules and regulations are subject to the terms and conditions contained in any agreement with the Hotel and/or Convention Center and should be expressly incorporated into any such agreement. Any and all matters not specifically covered by the preceding rules and regulations, and the policies and requirements set forth in the Exhibit Booth Contract, invoice notice, and Exhibitor Service Manual shall be determined by Show Management in conjunction with 2024 Apartmentalize, in their sole discretion. Show Management shall have the full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of the Exhibitor. Each Exhibitor, for itself and its employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

**28. Communications.** Any notices, questions, or communication to Show Management regarding this contract and NAA: 4300 Wilson Blvd., Suite 800, Arlington, VA 22203; 703-518-6141 or expo@naahq.org.

**29. Penalties.** Failure to comply with any of these rules can result in

- Loss of Exhibitor Priority Booth selection for future NAA Apartmentalize Exposition(s)
- Loss of any discounts on Exhibit Booth rates for future NAA Apartmentalize Exposition(s)
- Suspension from participating in future NAA Apartmentalize events

Penalty is at the sole discretion of Show Management.