

2019 NACDS Total Store Expo

Rules and Regulations

Revised September 12, 2018

SECTION I: All Attendees

1. Agreement to Conditions

Each Attendee, and each Exhibitor for himself and his employees, agrees to abide by these conditions, it being understood and agreed that the sole control of the Total Store Expo rests with the National Association of Chain Drug Stores (hereinafter called NACDS) and that NACDS may render final and binding decisions with respect to interpretation of all rules and regulations herein and with respect to eligibility and participation in this event.

2. Individual Registration

- The Total Store Expo is an **exhibit-based trade show**. **All Associate/Supplier participants must purchase an exhibit booth in order to attend.**
- Complimentary Retailer registration is available to qualified operators of four or more retail locations (other companies should contact NACDS for paid registration options).
- Exhibit Hall is only open to fully paid Total Store Expo Registrants.
- Booth fees include one complimentary registration per 100 square feet of booth space purchased.
- No one **under the age of 21** will be allowed on the Exhibit Floor at any time without the expressed permission of NACDS.
- **Limitations:** In order to equitably accommodate NACDS Associate/Supplier attendees, NACDS reserves the right to limit attendance per exhibiting company.
- **Qualification:** NACDS reserves the right to render final and binding decisions as to qualification for participation.

3. Spouse Registration

Complimentary Spouse/Companion registration is available and includes participation in all official NACDS receptions, the Total Store Expo Extravaganza, and the Business Program(s). Spouses/Companions will not be given access to the Exhibit Hall. **Spouses/Companions assisting in booths must purchase a full registration badge.**

4. Individual Cancellations and Substitutions

DEADLINES:

- **Cancellations: April 19, 2019.** Final date that a **Cancellation Form** must be received by NACDS to cancel an attendee's registration and receive a partial refund, if applicable.
- Registration fees for cancellations received by **April 19, 2019** will be refunded in full (less a \$350 administrative fee per registrant).
- Registration fees for cancellations received **after April 19, 2019** will not be refunded.
- Registrants who do not attend forfeit the entire fee.
Note: For exhibitors - booth space cancellation must be submitted in writing separately from the cancellation of any booth personnel. (See Section II, #15 for instructions).
- **Substitutions: August 16, 2019.** Final date that a **Substitution Form** must be received by NACDS to substitute one company representative for another company representative (from the same company) without penalty.

PROCEDURES:

All individual cancellations and substitutions must be submitted in writing. Cancellation and Substitution Forms are available on the TSE website at <http://tse.nacds.org/Register>.

5. Hotel Room Reservations

NACDS is the official housing bureau for the Total Store Expo. Once registered for the conference you will receive access to the online hotel reservation page enabling you to make your own reservation at one of the official NACDS hotels.

Hotel room confirmations will be sent from the NACDS housing bureau upon completion of your booking and will include a confirmation number and website link to make any changes. **After July 19, 2019**, you will need to contact your assigned hotel directly in order to change your reservation.

Reservations will be taken on a first-come, first served basis. Please make your hotel reservation **before July 19, 2019**. After this date, the quoted hotel room rates and availability cannot be guaranteed.

Hotel Cancellation Policy:

All NACDS Total Store Expo official hotels require a first and last night's deposit, which may be charged to the credit card provided **as early as July 19, 2019**. No refunds will be available for changes or cancellations made after this date.

Suite Accommodations:

A limited number of suites are available at the official NACDS Total Store Expo hotels. Suites can be reserved for exhibiting companies ONLY. Companies using suites may not schedule activities that conflict with any official NACDS function. All attendees must comply with this policy.

6. Distribution of Printed Matter, etc.

Neither Exhibitors nor Non-Exhibitors shall distribute to conference attendees printed matter, samples, souvenirs, and the like, except from within rented booth space. Special distribution of such material elsewhere, such as room drops, must be approved in advance by NACDS.

7. Conflicting Meeting and Social Events

In the interest of the success of the entire convention and exposition, attendees and exhibitors agree not to extend invitations, call meetings, or otherwise encourage absence of members or exhibitors from the convention or Exhibit Hall during the official hours of the convention and exposition.

8. Policy for Manufacturer Agents, Brokers and Sales & Marketing Companies

Definition: NACDS defines "manufacturer agents, brokers, and sales and marketing companies" as non-full-time employees, individuals and/or entities engaged and remunerated by more than one company to assist/consult in these companies' sales, marketing and/or management efforts. Further, they do not take ownership of, or bill for, any products for resale or operations. NACDS reserves the right to render final and binding decisions as to qualification in this category for registration purposes.

A. Manufacturer Agents Policy:

NACDS recognizes the important role manufacturer's representatives, brokers and/or non-manufacturing sales and marketing companies provide to both our chain and associate members.

B. Registration Procedure

Participation is available through three options:

1. **PURCHASE A BOOTH:** Exhibiting companies receive full show privileges, including Meet the Market. *Your company badges will reflect your company's name.*
2. **NACDS MEMBER COMPANIES:** If your company is a member of NACDS, you may register under your own company name for the Total Store Expo without a booth. The NACDS Member Company registration fee is \$2,600.00. *Your company badges will reflect your company's name.* Meet the Market is not included.
3. **NON-EXHIBITING:** Register as an attendee under an exhibiting company you represent at the show. *Your company badges will reflect the exhibiting company's name, not your own company's name.* Meet the Market is not included.

NOTE: If electing this method, contact the exhibiting company's booth coordinator and request their exhibitor registration password. YOU MUST REGISTER AS A PAID REGISTRANT. Use of the exhibiting company's "complimentary badge allotment" is not allowed.

SECTION II: Exhibitors Only

9. Assignment of Booth Space:

Booth assignments will be made at the time of purchase, based on the size of the booth requested and the exhibiting companies ranking on the 2018 NACDS Associate Member Points System (AMPS) Report.

NACDS members will be allowed to purchase and make a booth selection during the “rebooking period” based upon the NACDS sales procedure. The “rebooking period” runs from September 17, 2018 through November 30, 2018. Thereafter, all remaining booth space will be available for purchase by any NACDS member or non-member company.

The exhibit hall is an open floor plan. NACDS does not guarantee competing companies will be separated from each other.

10. Booth Space Application

Applications for booth space must be made online at <http://tse.nacds.org/exhibit/booth-information> or by completing the Booth Space Application PDF located on the same page. All information requested must be completed, and the form must be executed by an individual who has authority to act for the applicant (Exhibitor). NACDS reserves the absolute right to reject any application.

BOOTH SPACES SELECTED DURING THE “REBOOKING PERIOD” ARE SUBJECT TO RESALE AFTER 30 DAYS IF THE COMPLETED BOOTH SPACE APPLICATION HAS NOT BEEN RECEIVED. NACDS CANNOT GUARANTEE AVAILABILITY OF THE ORIGINALLY-SELECTED BOOTH LOCATION AFTER RELEASE OF A BOOTH HOLD.

11. Private Meeting Space on Exhibit Hall Floor

Private Meeting Spaces on the Exhibit Hall Floor are only available to retailers or exhibitors who have purchased a **10’x20’ booth or larger**. Each Private Meeting Space measures 13’x13’ and features 10’ high sound-insulating walls, is carpeted, and comes equipped with a conference table, six chairs, and a locking door. A sign with the company name and room number, placed on the exterior of the meeting room, will be provided by NACDS. Electricity, audio visual equipment, additional furnishings, catering and a roof with lighting and ventilation can be purchased by the exhibitor through the official vendors listed in the exhibitor service manual.

Exhibit Hall Private Meeting Space can be secured online when purchasing booth space, or by contacting NACDS at exhibits@nacds.org, or 703-837-4320. All information requested must be completed and executed by an individual who has authority to act for the applicant (Exhibitor). NACDS reserves the absolute right to reject any application.

12. Booth Payment

Booth payments must be received according the schedule below. On or after March 30, 2019, a check or credit card payment for the entire exhibit booth fee must accompany each application. Failure to provide payment at time of application does not nullify the contract entered into by NACDS and the applicant (Exhibitor) upon receipt of the applicant’s (Exhibitor) application for booth space.

Payment in full is due:

- Contracts received prior to **January 1, 2019** pay the following:
 - ◆ 25% Due 30 days after submitting booth contract
 - ◆ 75% Due 60 days after submitting booth contract
- Contracts received from **January 1, 2019** to **March 29, 2019** pay the following:
 - ◆ 100% Due 45 days after submitting booth contract.
- Payment is due upon receipt of booth contract starting **March 30, 2019**.

Booth space will not be deemed “purchased” until full payment is received. However, the agreement entered into between NACDS and the applicant (Exhibitor) remains from the date an application is received by NACDS until the completion of Total Store Expo 2019. Conference website access may be limited until NACDS receives full payment.

Complete information regarding fees is available online at <http://tse.nacds.org/exhibit/booth-information>.

IF PAYMENT IS NOT RECEIVED IN ACCORDANCE WITH THE TERMS ABOVE, NACDS RESERVES THE RIGHT TO RESELL THE CONTRACTED BOOTH SPACE AND, AT NACDS’ DISCRETION, CANCEL THE UNPAID EXHIBITOR’S CONTRACT OR REASSIGN THE EXHIBITOR TO ANOTHER AVAILABLE BOOTH SPACE.

13. Booth/Private Meeting Space Cancellation

All booth cancellations must be submitted in writing. Exhibitors who are unable to occupy and use the contracted exhibit space, should forward a completed "[Booth Cancellation Form](#)" letter to the NACDS Exhibits Department. Cancellation form or letters may be emailed to exhibits@NACDS.org or faxed to NACDS Exhibits Department, (703) 683-5678.

Upon NACDS receipt of the completed booth space cancellation form or letter, booth fees will be refunded per the following schedule:

- Companies whose booth cancellation form is received on or before **December 31, 2018** will be refunded in full, **less an administrative fee equal to 10% of the total contracted price.**
- Companies whose booth cancellation form is received between **January 1, 2019 and March 29, 2019** will be refunded in full, **less an administrative fee equal to 25% of the total contracted price.**
- Companies whose booth cancellation form is received **on or after March 30, 2019 will forfeit any refund.**
- Downgrades in booth size received in writing on or before **December 31, 2018** will be refunded the difference in cost, **less a 10% administration fee to be applied to the difference between the original booth size and the cost of the new booth size.**
- Downgrades in booth size received in writing between **January 1, 2019 and March 29, 2019** will be refunded the difference in cost, **less a 25% administration fee to be applied to the difference between the original booth size and the cost of the new booth size.**
- Downgrades in booth size received in writing on or after **March 30, 2019** will not receive a refund.
- NACDS reserves the right to relocate downgraded booth spaces to a more suitable location in the exhibit hall.

14. Booth Set-Up, Dismantle, and Furnishings

Dismantling or packing of exhibits may not begin before 6:00 pm, Monday, August 26, 2019.

Equipment provided for exhibitors: Standard booth equipment includes:

- Back and sidewall draping (in-line booths only).
- Carpet sign indicating the booth number.
- Booth ID sign indicating company name and booth number, if requested in advance through the Exhibitor Service Manual.
- All other furnishings, including electricity, will be the responsibility of the Exhibitor.

Equipment required of exhibitors:

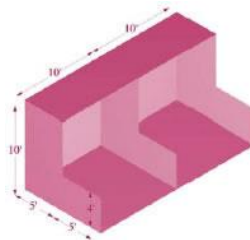
- Exhibitors must provide or purchase carpet that fully covers their booth floor. Other booth equipment (tables, chairs, etc.) and/or services (electrical, internet, etc.) may be contracted through the General Services Contractor or convention center's official provider, as applicable.
- NACDS reserves the right to require changes, at the exhibitor's expense, if the booth is deemed inappropriate.

15. Booth Display and Content

15.1 INLINE BOOTHS

Inline booth spaces are defined as being 10 feet deep regardless of length, and regardless of the presence or absence of adjoining booth spaces.

15.1.1 Inline Booth Height: No part of any display may exceed 10 feet in height. Within the booth, only the back half, or 5 feet, of exhibit space may be occupied from the floor up to 10 feet in height. The front 5 feet of the exhibit space may only be occupied from the floor up to 4 feet in height. (See following diagram).



15.1.2 Booth Contents and Display: Freestanding, point-of-sale displays (or any other booth feature) that exceed 4 feet in height will be regulated at the discretion of NACDS. It is the intent that they be positioned so as not to obstruct the view into a neighboring booth. All graphics, logos, branding, and products must face into the contracted booth space and not interfere with the display of neighboring booth spaces. **NO PORTION OF AN EXHIBITORS DISPLAY OR BOOTH CONTENT MAY EXTEND BEYOND THE EDGES OF THE CONTRACTED BOOTH SPACE. NACDS RETAINS THE RIGHT TO REQUIRE CHANGES AT THE EXHIBITOR'S EXPENSE IN THE EVENT ADJUSTMENTS ARE REQUIRED TO REMAIN INSIDE THE CONTRACTED BOOTH "FOOTPRINT".**

15.1.3 Booth Drapes: Booth back and side drapes must remain in place in all inline and corner booths and may not be removed or repositioned. Exhibitors may purchase drapes of a different color from the official General Service Contractor, to be placed in front of existing show drapes.

15.2 ISLAND BOOTHS:

15.2.1 Island Booth Height: Island booths (20x20 feet or larger) have no height restrictions other than the limitations of the facility, however, NACDS must grant special approval for certain island booths as detailed below.

15.2.2. Booth Orientation: Island booths located on main aisles (defined as full-length aisles greater than 10 feet wide) must open facing into the main aisle.

15.2.3 Solid Walls: Solid walls along and near the perimeter of island booths must be finished in company branding or graphics, or signage to aid navigation on the exhibit floor. Graphics must cover a minimum of 50% of the wall on each side of the booth.

15.2.3 Island Booth Special Approval: NACDS approval is required in the following circumstances:

- Two story/ double-decker islands— island booths occupying more than one level.
- Booths with structure in excess of 16 feet high.
- Overhead hanging signs or anything else hung from a booth or the exhibit hall ceiling.
Note: All hanging signs must maintain a minimum 10' height clearance from the exhibit hall floor and may not create any show visibility obstruction (to be determined at NACDS management discretion.)
- Overhead structures and fabric.
- Ground Supported Signs (may not exceed 10' in height).

In each of these cases, exhibitors must:

- Submit to NACDS and the Official General Service Contractor by **May 17, 2019**, or as early as possible thereafter, a detailed engineering diagram of the two story/double decker island configurations (required by Fire Marshall).
- And/or detailed description and photo of the overhead hanging sign to NACDS Management at exhibits@nacds.org by **June 28, 2019**. Show management response time may be up to 30 days, please allow for extended response time.

NACDS Show Management will review designs for booths and hanging items and make every reasonable effort to identify physical limitations of the exhibit hall which may impact or make impossible the Exhibitor's planned structure or hanging sign. NACDS will advise the Exhibitor and/or their appointed contractor (EAC) as soon as such details are known.

SPECIAL APPROVALS ARE NOT CONSIDERED AUTHORIZED WITHOUT ADVANCE, WRITTEN CONFIRMATION FROM NACDS.

15.3 ALL BOOTHS:

Aesthetics & Safety: All booths are subject to both safety and aesthetic review. NACDS reserves the right, at its discretion, to require changes at the Exhibitor's expense.

15.3.1 Alcohol

NACDS reserves the right to restrict the serving and/or sampling of alcohol products on the exhibit hall floor to designated dates and times. Exhibitors wishing to serve alcohol should contact exhibits@nacds.org and include the planned times and number of people. Sampling of alcoholic beverages must comply with sampling guidelines set forth by the convention center's in-house catering and may require a licensed bartender if required by state or local ABC laws. These guidelines are available in the Exhibitor Service Manual.

15.3.2 Cannabis and Hemp Products

NACDS reserves the right to restrict the serving and/or sampling of medical and OTC Marijuana, CBD, and Hemp products at Total Store Expo. Exhibitors wishing to make samples of their products available to attendees must obtain written permission from NACDS in advance by contacting exhibits@nacds.org. In the event that state and local laws, convention center policies, and/or NACDS policies do not permit these products at Total Store Expo, exhibitors may include product information on display and printed materials within their contracted booth space. Exhibitors and attendees found to be in violation may face ejection from Total Store Expo without refund, forfeit the opportunity for future participation, and/or face legal action as deemed appropriate.

15.3.3 Sales and Order Taking

“Cash and carry” sales from the booth, or any other location of the Total Store Expo, is not permitted.

15.3.4 Care, Appearance and Safety of Booth Space:

No Exhibitor shall assemble a booth so that its appearance detracts from the appearance of any neighboring booth (e.g., exposed wiring, unsightly duct tape, uncovered booth framing). The Exhibitor must, at his expense, vacuum, maintain, and keep his exhibit in good order along with the space for which he has contracted for the duration of the show.

Displays must utilize a finished back wall if they exceed the 8-foot height of the rear drape (INLINE BOOTHS) or anywhere in an Island booth. Unfinished back walls above the 8-foot drape height as well as unfinished open sides will be covered with a drape by the General Contractor at the exhibitor’s expense to maintain a consistent look to the exhibits. Boxes, crates, and any other containers used for storage or transport of display materials or product samples must not be visible from aisles.

Booths located on the end of aisles, particularly those using elliptical telescoping backdrops, are required to dress the outside edge such that there appears to be a flush, finished appearance where one space abuts another. In the event that the outside end of a display is unfinished, the General Service Contractor will erect a 3’x 8’-foot drape for a fee.

During the two hours prior to the opening of the Exhibit Halls, at NACDS’ discretion, if it is determined that a booth needs vacuuming and/or visual improvements to conform with show standards, NACDS reserves the right to require changes at the Exhibitor’s expense. In those cases where NACDS determines a violation has occurred NACDS reserves the right to require changes **at the Exhibitor’s expense**, with or without the exhibitor’s prior approval.

NACDS reserves the right to require changes to an exhibitor’s booth at any time during the show if it is determined that the booth poses a potential safety hazard. Boxes and crates may not be stored behind displays at any time (see #19 for more information). In cases posing an extreme safety hazard, NACDS may require the booth to “shut down” until the problem is rectified (e.g., faulty wiring posing fire hazard).

15.3.5 Celebrities:

All exhibitors hosting celebrities within their booth must:

- Notify NACDS prior to the conference.
- Register them at the demonstrator rate. (For Demonstrator registration instruction, please call the NACDS Registration Department at (703) 837-4300).
- In coordination with NACDS, **at the Exhibitor’s expense**, provide security and/or crowd control personnel to ensure their presence does not interfere with traffic flow or access to a neighboring booth.

15.3.6 Maximum Occupancy and Sharing of Booth Spaces: Only one company per 10’x10’ space is allowed, apart from jointly-owned companies and their wholly-owned subsidiaries (Exception: Manufacturer’s Agents purchasing an island space). Partner companies may not share booth space.

15.3.7 On-Site Relocation of Booth Space: If for any reason an exhibitor wishes to move to an open booth location, and such a move is deemed both feasible and appropriate by NACDS, the exhibitor will be permitted to do so during the scheduled move-in hours or after the close of the exhibit hall for the day. All costs associated with the relocation and furnishing the new location will be the exhibitors responsibility.

15.3.8 “ATTENDANCE DRAW” DISPLAY ITEMS: NACDS REQUIRES WRITTEN APPROVAL IF AN EXHIBITOR WISHES TO INCLUDE “ITEMS” IN THEIR BOOTH THAT MAY CREATE A DISRUPTION TO OTHER EXHIBITORS AND ATTENDEES. SUCH “ITEMS” INCLUDE, BUT ARE NOT LIMITED TO, ARCADE AND SPORTS GAME MACHINES, FLASHING LIGHTS, AND SOUND SYSTEMS. NACDS RESERVES THE RIGHT TO REQUIRE CHANGES OR REMOVAL OF “ITEMS” IN QUESTION AT THE EXHIBITOR’S EXPENSE IF NACDS HAS NOT GIVEN WRITTEN APPROVAL.

16. Exhibition Insurance

NACDS strongly encourages exhibitors to obtain booth and product insurance. Please reference below, Section II, #29, in these “Rules & Regulations” regarding liability.

17. Shipping

Exhibit materials shipped in advance of the conference must be sent to the “advance warehouse” of the Official Service Contractor. Materials received after the designated “advance warehouse freight deadline date” will be subject to a late penalty. Please review the Exhibitor Service Manual for specific details, rates and shipping addresses.

18. Labor Requirements

Exhibitors agree to comply with all union regulations applicable to the convention or conference facility, city and state in which the convention or conference is being held.

19. Protection of the Exhibit Facility

Nothing shall be posted, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the hotel or Exhibit Hall without permission of NACDS and the proper building authority. Packing, unpacking, and assembly of exhibits shall be done only in designated areas and in conformity with directions of the Exhibit Manager, the Hotel or Convention Hall Manager, or their assistants.

The Fire Marshall requires that nothing be stored behind booths at any time. Product samples and other handout materials must be stored within the Exhibitor’s booth or arrangements can be made with the decorator for rental of storage space in an “accessible storage” area. Should it become necessary for NACDS to arrange for the removal of improperly stored materials, appropriate charges will be made to the Exhibitor’s account.

20. Security

NACDS provides perimeter security throughout the Total Store Expo Exhibit Hall on a 24-hour basis. However, NACDS does not assume responsibility for any theft. NACDS strongly suggests that all items of value be secured. Booth security and protective storage is available for hire. Details will be provided in the Exhibitor Service Manual.

21. Exhibit Hall Access

Daily opening of show:

Exhibitors only may enter the Exhibit Hall one hour prior to scheduled Exhibit Hall hours. Exhibitors may not visit another exhibitor’s booth unless they are present and have specifically invited the exhibitor into their booth.

Daily closing of show:

All exhibitors must depart the hall within 30 minutes after scheduled closings.

22. Default Occupancy

Any Exhibitor failing to occupy contracted space is not relieved of the obligation to pay for such space at the full rental price, and NACDS shall have the right to use such space as it sees fit, provided such booth space is not occupied by 6:00 p.m. on Saturday, August 24, 2019.

23. Access to Displays

NACDS may from time to time promulgate such regulations governing hours of access to the Exhibit Hall and eligibility for admission thereto as may be found in its judgment to be most practical.

24. Conference Personnel

Registration, Appearance and Conduct:

All personnel:

- May not remove ANY items from an Exhibitor’s booth or Private Meeting Space without consent of the Exhibitor. Removal of any item (not limited only to product samples) is considered theft.
- At the conclusion of the conference, exhibiting personnel may exchange product samples only with each other’s permission.
- Must be fully registered for the conference.
- May not share badges.
- Must maintain their appearance and conduct themselves in accordance with the ambitious standards of the exhibition and meeting.

- Agree to limit their business activities during exhibit hours and the NACDS Exhibit Hall.
- Booth personnel must confine their activities to the space for which they have contracted.
- Demonstrators are expected to comply with the same standards of conduct expected of representatives of the exhibiting company they represent.

Dress Code: Business Casual Attire (long slacks, collared shirts, casual shoes - no Jeans, sneakers, sandals, etc.) is required for entrance to the Exhibit Hall during all Exhibit Hall hours.

Conference Conclusion - Last Day:

- At the conclusion of the conference, exhibiting personnel may exchange product samples only with each other's permission.
- Demonstrators may accept product samples only from the company employing their services. Out of courtesy to other exhibitors, exhibiting companies are asked to ensure that any demonstrators employed by their companies do not violate this condition.

25. Use of Space

Exhibits shall be shown only in the official exhibit area as established by NACDS. Exhibitors and Non-Exhibitors shall not be permitted to display articles, equipment, or information concerning services, nor shall they be permitted to show films or videos of such articles, equipment, or services in private suites or rooms during the conference or convention.

Exhibitors shall not permit any other corporation or firm or its representatives to use the space allotted to them, nor shall they display articles not manufactured or sold normally by them. Additionally, all exhibitors must confine their business activities to those spaces for which they have contracted. All products displayed/ marketed at this show must be manufactured by NACDS Members or the appropriate non- member fee must be paid.

Product samples may be freely distributed from within a booth; however, the sale of product samples is strictly forbidden.

IF A COMPLAINT IS BROUGHT TO SHOW MANAGEMENT CONCERNING THESE RULES AND REGULATIONS, INCLUDING NOISE, AUDIO VISUAL EQUIPMENT, ODORS OR DEMONSTRATIONS OF ANY NATURE, NACDS SHOW MANAGEMENT SHALL HAVE THE SOLE DISCRETION TO RENDER A BINDING AND FINAL DECISION REGARDING THE CONTINUATION, CESSATION OR MODIFICATION OF THE ACTIVITY WITHOUT RECOURSE FROM THE EXHIBITOR.

Photographing, filming, and/or videotaping of other exhibitors' booths without their permission is absolutely prohibited.

26. Cancellation or Relocation of Conference or Convention

In the event of cancellation or relocation of any conference or convention, due to circumstances within NACDS' direct control, the liability of NACDS shall be limited to a prorata refund of fees paid to NACDS by the Attendee or Exhibitor, less any and all legitimate expenses incurred by NACDS for advertising, administration, and similar and related costs. In the event of cancellation due to force majeure or other circumstances wherein NACDS has no control over the cancellation or relocation of any conference or convention, NACDS shall have no liability of any kind.

27. NACDS' Right to Remove the Exhibitor's Property

NACDS reserves the right to remove from the hotel or Exhibit Hall premises any or all property of the Exhibitor should the conference or convention be canceled or relocated or should the Exhibitor violate any of the conditions of this agreement. This right may be exercised without prior notice and without hearing.

28. Violations of the Conditions

Any of the following actions by an Exhibitor shall constitute violation of the conditions of this agreement.

- A. Use of display equipment, products, or services that varies in any significant way from the description on the Booth Space Application Form or for which membership or appropriate fees have not been paid.
- B. Violation of any municipal, state, or federal laws, rules, or regulations, including safety codes and union agreements.
- C. Failure to follow the procedures prescribed in these "Rules and Regulations."
- D. Failure to remove property from the hotel or Exhibit Hall upon cancellation or relocation of the conference or convention.

29. Liability

- A. NACDS undertakes no duty to exercise care, nor does it assume any responsibility for the protection and safety of the Exhibitor, his officials, agents, or employees; or for the protection of the property of the Exhibitor or his representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident, or other cause. Small and easily portable articles should be properly secured or removed after exhibition hours and placed in safekeeping by the Exhibitor. Any protection exercised by the Association shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Exhibitor.
- B. The Exhibitor agrees to indemnify and hold NACDS and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the Exhibitor or any of his representatives or from the display or use of property of the Exhibitor.
- C. NACDS shall not be liable for any failure to deliver space to an Exhibitor or for the loss of allotted space of an Exhibitor, who has contracted for exhibit space under the terms of this agreement, if non-delivery is due to any of the following causes: destruction of or damage to the building or the exhibit area by fire or act of God; acts of a public enemy; strikes; the authority of the law; or any cause beyond its control. NACDS will, however, in the event it is not able to hold an exhibit for any of the above-named causes, reimburse Exhibitors pro-rata on any rental fee paid, less any and all legitimate expenses incurred by NACDS for advertising, administration, and similar and related costs.

30. Remedies

In the event the Exhibitor violates any of the conditions of this agreement, NACDS reserves an absolute right to invoke either/or both of the following remedies, which shall be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law:

- A. NACDS may order the Exhibitor to remove his exhibit and personnel, or have them removed at the exhibitor's expense. In these circumstances, no part of the Exhibitor's fees will be returned.
- B. NACDS may refuse thereafter to enter into any agreement with the same or related Signatory/Exhibitor to lease booth space at future conferences or conventions sponsored by NACDS.

SECTION III: Membership

31. New Members

All exhibiting companies securing space at the member booth rate must complete the Associate Membership Application and pay the appropriate dues amount within 45 days of booth contract receipt. Booth personnel will not be allowed access to the exhibit floor until all outstanding membership dues are paid in full. Any outstanding membership dues will prevent booth occupancy onsite at the Total Store Expo.

32. Non-Members

Companies exhibiting as a non-member may only occupy a 10x10 sized space and must pay all non-member rates for exhibit space and individual registrations.

33. Renewing Members

All members renewing their membership will receive a dues invoice in the fourth quarter for the next calendar year that must be paid by January 1st in order to retain member pricing on exhibit space.