

# 2022 Building Envelope Contractors (BEC) Conference

## Tabletop Display Contract Terms & Conditions:

**1. MANAGEMENT:** The words "Association", "NGA", "BEC" and "Conference Management" shall mean the National Glass Association and/or its officers, directors, agents, or employees authorized to act for it in the management of Building Envelope Contractors (BEC) Conference.

**2. APPLICATION FOR AND ASSIGNMENT OF SPACE:** Anyone desiring to display at the Conference must file an online application with the Association. This application for a tabletop display, if accepted, constitutes a contract (the "Contract") between the tabletop organizer ("Participant") and the Association.

**A. ELIGIBILITY:** The opportunity to display at the Conference is generally available to companies providing products or services specific to the glass, window and door industries. However, the Association has ultimate authority to determine the eligibility of any company or product for inclusion in the Conference, in its sole discretion, under any circumstance, to serve the best interest of the Conference.

**B. SPACE ASSIGNMENT:** Conference Management will make every effort to assign the Participant to one of its requested spaces; however, Conference Management has the absolute right to allocate and assign tabletop space and to relocate Participants after initial assignment, as it deems necessary or advisable.

**C. PAYMENT:** 100% of the total amount for the chosen space is due with the space application. If the new applicant cannot be accommodated, Conference Management will make every effort to identify a reasonable alternative.

### **3. CANCELLATION OF TABLETOP DISPLAY:**

**A. BY ASSOCIATION:** The Association reserves the right to cancel any tabletop not paid in full, to lease such tabletop to another Participant, and to retain as liquidated damages any amounts already paid. The Association also reserves the right to reject any application or cancel any contract for a tabletop for any reason.

**B. BY Tabletop Participant:** Participant shall also have the right to cancel this Contract for a display tabletop at any time. Cancellation will be effective upon receipt by the Association of a written notice of cancellation. Under all circumstances, the Association retains the right to resell any tabletop display cancelled by Participant. Participant may receive a refund according to the following schedule:

1. Participants cancelling on or before January 31, 2022 shall receive a full refund minus a \$250 processing fee.

2. Participants cancelling from February 1 up to and including February 28, 2022 shall receive a refund of 50%.

3. No refunds will be made after February 28, 2022.

**4. COMPLIANCE WITH RULES AND REGULATIONS:** Participant hereby agrees to be bound by all Association and event facility rules and regulations outlined here, in the Participant Service Manual, and any additional rules, regulations, and information as may be adopted by NGA or the event facility. Participant further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations of the event facility; (ii) any rules or regulations of the event facility; (iii) the terms of all leases and agreements between NGA and the managers or owners of the event facility and any other party relating to the Display; and (iv) all Federal, state, and local laws, codes, ordinances and rules; without limiting the foregoing, Participant shall construct its displays to comply with the Americans with Disabilities Act. Participant is responsible for ensuring any of its subcontractors and/or agents are also in compliance with all rules and regulations per this section of the Contract.

**5. SAFETY PRECAUTIONS:** Participants are responsible for obtaining and complying with all safety regulations and should give attention to those regulations pertaining to motorized vehicles, display and decorating materials, and storage of empty containers. Further, all construction material must conform to standard safety practices. All display material and decorations must be flameproof; no combustible decorations, such as crepe paper or tissue paper, cardboard or corrugated paper, may be used at any time. All electrical equipment must be in good operating condition and must meet the requirements of all applicable safety codes. Displays are subject to inspection and approval for safety by the event facility and by the local fire department.

### **6. SPECIFIC POLICIES:**

**A. ASSIGNMENT AND SUBLEASE:** Participant shall not assign, sublet or share the whole or any part of its display tabletop space with any company. A maximum of one contracted Participant will be allowed to occupy a single tabletop space.

**B. DISPLAY REGULATIONS:** All displays are restricted to the tabletop. Banner stands and monitor stands are permitted on or directly behind the table. No literature stands or pop-up booths may be displayed behind, in front of, or next to the display table. Displays should not extend beyond the width of the table.

**C. DISPLAY MODIFICATIONS:** The Association may exclude or require modification of any display or demonstration that, in its sole discretion, it considers unsuitable to or not in keeping with the character of the Conference. The Association may prohibit the use of amplifying equipment or music that, in its sole discretion, it considers objectionable. The Association may demand modification of the appearance or dress of persons or mannequins used in connection with displays or demonstrations. Participants questioning whether their product or display is in keeping with the Conference's standards are advised to write to Conference Management and to forward an artist's rendering of the proposed display for prior approval.

**D. FLOOR COVERING:** Tabletops will have carpet provided if in a ballroom or lobby area.

**E. IRREGULAR ACTIVITIES:** No activities will be permitted in any tabletop display space that are contrary to law or the rules of the Conference, or which will disturb Participants in the immediate area. Conference Management reserves the right in its sole judgment to prohibit or close any display or activity because of noise, odors, or other disturbing features which may be offensive to other Participants or attendees. This discretionary right of Conference Management also applies to any display or demonstration by any Participant that results in the obstruction or access to a nearby Participant's tabletop display space.

**F. PROHIBITION OF SALES:** Participant agrees to restrict all sales activities on the Conference floor to order taking only and only within the confines of the contracted display space. The delivery of merchandise or the receipt of payment for such merchandise is strictly prohibited on the Conference floor.

**G. RESTRICTED PROMOTION ACTIVITIES:** Participants must remain within their own tabletop display space when distributing literature, product samples, or other materials. Company information dissemination or promotion in any way is strictly forbidden at Conference entrances, registration areas, education events, or public areas within the event facility or official Conference hotels, which includes hotel room drops. Any flyers, brochures, signs, etc. found in any location other than the displaying company's contracted tabletop display space will be returned to the Participant by Conference Management. Exceptions may be made for official event sponsors, at the discretion of Conference Management.

**H. "SUITCASING":** Only Participants who have contracted with the Association for a tabletop display space in the **Conference** are permitted to display or demonstrate any products, processes, or services, to solicit orders, wear official Participant identification, or to distribute advertising or other materials at the Conference. Any attendees who are observed to be soliciting business in the aisles or other public spaces or in display space contracted for by others will be promptly removed from the Conference. Violators will not be allowed to return to the Conference and no refunds will be made. Additional penalties may apply. NGA asks that both attendees and Participants report any violations they may observe to Conference Management.

**I. "OUTBOARDING":** Outboarding is defined as marketing, sales and hospitality events conducted by Participants and others capitalizing on the presence of buyers and/or sellers attending the original Conference without previously notifying the original Conference organizer and finalizing arrangements that benefit both parties. This practice is considered unethical. It includes practices such as "coat-tailing", "piggy-backing", co-location of events, and large-scale hospitality events,

particularly during Display hours. No Display Participant shall hold any such meetings or events that conflict with the Display hours or official Display events unless Display Management has given prior approval.

**7. LATENESS/FAILURE TO OCCUPY TABLETOP:** Tabletops not occupied by 6:00 pm March 27, 2022 shall be considered forfeited by the Participant and the tabletop may be resold, reassigned, or used by NGA without refund, unless prior approval for late occupancy is obtained in writing from NGA. If the display materials are on hand, NGA reserves the right to assign labor to set up any display that is not in the process of being erected by 3:00 pm March 27, 2022 and to instruct that they be billed for all charges thus incurred.

**8. BALANCES/DEFAULT:** Participant will not be permitted to set up displays or will be subject to eviction without refund of display space fee if Participant violates this Contract or if Participant owes any out-standing balances to NGA, including but not limited to fees for advertising placed in official Conference publications. Any payments received by NGA from Participant will be applied first to outstanding balances before tabletop display space fees.

**9. VACATING THE FACILITY:** After the event, by 4:00pm March 29, 2022, Participant shall vacate the event facility and tabletop display space and return the facilities, space, and any equipment or fixtures in the same condition and repair as originally furnished to the Participant, normal wear and tear accepted. If the event facility and tabletop display space is not so vacated, then the Association and/or the event facility is authorized, at the expense of the Participant, to remove and store or return to Participant or, unless the Participant's failure is due to a force majeure event beyond the Participant's control such as strike, Act of God, national disaster, etc., to treat as abandoned and discarded property and dispose of all goods, wares, merchandise and property of the Participant. The Association and/or the event facility shall not be liable for any damages or loss to such goods, wares, merchandise or other property which may be sustained either in the course of such removal, or in the course of transit, or by virtue of the Association's and/or the event facility's disposal of the property. The Participant hereby expressly releases Association and/or the event facility from any such claims for damages of whatever kind or nature.

**10. LIABILITY AND INDEMNIFICATION:** Participant agrees that the Association shall not be liable for any claims, losses, damages, death, injuries or liability which may be sustained by any person who may be on the premises leased by or assigned to the Participant, including but not limited to any subcontractor, agent, employee, patron, or guest of the Participant, or any other person or entity. Participant agrees that it will hold harmless, indemnify and defend the Association, its officers, directors, employees and agents, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments of any nature whatsoever (including without limitation reasonable attorneys' fees and costs) that arise from any act or omission of, or breach of this Contract by, the Participant or any of its employees, agents, subcontractors, patrons, or guests. In no event will Association be liable to Participant for any reason or cause of action, whether in contract or tort, for more than the total amount of the fees paid to the Association by the Participant. Under no circumstances shall the Association be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive, or special damages or awards.

**11. INSURANCE:** All tabletop Participants are required to carry comprehensive general liability coverage. It is understood and agreed that all coverage provided by the Participant is primary to any insurance or self-insurance program the Association has and the Participant and its insurance carrier shall have no right of recovery or subrogation against the Association. The coverage and limits set forth above are considered minimum requirements and in no way limit the liability of the Participant. Notwithstanding the above minimums, NGA reserves the right to require an insurance policy in excess of the amounts stated.

**12. SECURITY:** The Association shall not be in any way liable or responsible for any loss or disappearance of any object, item, good or materials of any kind, from Participant's tabletop space or from the event facility, except for such loss or disappearance as is due to the intentional and tortious theft committed by employees of the Association. The Association and the event facility may provide certain security services, including providing advice on security measures, tabletop space, product, and property rests solely with the Participant.

**13. CANCELLATION OF DISPLAY:** It is mutually agreed that, in the event that the Conference is cancelled for any reason, then this Contract will automatically be terminated, and Conference Management will determine an equitable basis for the refund of a portion or all of the tabletop display fees, after due consideration of expenditures and commitments already made.

**14. FORCE MAJEURE:** The Association shall have no liability or responsibility of any kind for the performance or failure to perform by NGA, the event facility, or any other party due to a force majeure event such as war, act of God, government regulation, curtailment of transportation, natural disaster, acts or threats of terrorism, fire, strikes, civil disorder, or other similar event beyond the reason-able control of NGA.

**15. SUCCESSORS AND ASSIGNS:** Participant may not assign this Contract except with the prior written consent of NGA. If Participant changes management or is purchased by another company/organization, this Contract becomes binding on such company/organization as a successor to the Participant, subject to the approval of NGA.

**16. APPLICABLE LAW:** This Contract shall be governed exclusively by the law of the Commonwealth of Virginia without regard to conflict of laws principles and any claim or cause of action arising under the Agreement or in connection with the event shall be adjudicated exclusively in the state or federal courts in Fairfax County, Virginia.

**17. AMENDMENTS AND INTERPRETATION:** Any and all matters pertaining to the Conference not specifically covered by the preceding rules and regulations (which shall include the Participant Service Manual and all other rules and regulations incorporated by reference herein) shall be subject to the sole decision of the Association. The Association shall have the full power to interpret, enforce, and amend these rules and regulations, provided any amendments, when made, are brought to the notice of the Participants. Each tabletop Participant, for itself and its employees and agents, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.