## **2018 NHA Symposium Rules and Regulations**

By applying for Space, Exhibitor agrees to comply with the following NHA Symposium 2018 Rules & Regulations, and to ensure that its officials, officers, directors, employees, agents, representatives, contractors, and subcontractors also comply.

**1. Exhibition Objectives:** To promote interest in, and demand for, vertical flight aircraft and vertical flight related products and services, as well as aviation related products and services.

**2. Exhibitor Representative Responsibility:** Each exhibiting company ("Exhibitor") must name at least one person to be the official representative and responsible party ("Exhibitor Representative"). The Exhibitor Representative will receive all relevant materials relating to the 2018 NHA Symposium. The Exhibitor Representative shall be authorized to enter into such agreements as may be necessary for fulfillment of obligations to NHA and to other contractors, subcontractors, and consultants.

**3.** Acceptance of Rules and Regulations: These NHA Symposium Rules & Regulations incorporate by reference the Exhibitor Prospectus, the Application for Space, all other directions issued or to be issued by NHA Naval Helicopter Association, Inc. (NHA) or Global Experience Specialists (GES), and the policies and criteria established herein. Exhibitor shall comply with all federal, state, county, and local laws and ordinances. To the extent there is an inconsistency between any of the NHA Symposium 2018 Rules & Regulations, the rule imposing a greater obligation on the Exhibitor shall apply and take precedence. By submission of an Application for Space, the Exhibitor (a) agrees to abide by such 2018 NHA Symposium Rules & Regulations; (b) signifies that it understands and agrees that its right to the use of space allocated to it for 2018 NHA Symposium by NHA Show Management is contingent upon Exhibitor's cooperation with NHA Show Management and compliance with 2018 NHA Symposium Rules & Regulations

**4. Booth/Space Assignment:** Every effort will be made to accommodate each Exhibitor's preferred location; however, NHA cannot guarantee placement in any space selections requested by exhibitors. NHA reserves the right to assign space subject to such parameters as booth size and design, maximum attendee traffic flow, and relationship to similar exhibits.

**5. Exhibit Labor:** The installation and dismantling of prefabricated displays comes under the jurisdiction of the Carpenter Union. Exhibiting companies may use their own full-time permanent employees as follows: Two (2) full-time exhibitor employees may work without Carpenter labor for one (1) hour on the move in and one (1) hour on the move out. The use of power tools is not permitted. Exhibitors may work on 10'x10' booths without Carpenter labor. The use of power tools is not permitted. Display work in excess of the limits outlined here requires that the exhibiting company hire union labor from the Official Service Contractor. There are NO restrictions or requirements to use union labor for PRODUCT installation or dismantling (I/D) provided

exhibitors use full-time permanent employees. Any full-time company personnel involved should be prepared to produce some type of company identification when engaged in these activities. Exhibitors requiring the assistance of forklifts, cranes and/or other power/motorized I/D equipment should order same and related operations from the Official Service Contractor.

6. Freight Handling: All work involved in the loading and unloading of all trucks, trailers and common and contract carriers, as well as the handling of empty crates and the operation of material handling equipment, is under union jurisdiction. The union also has the jurisdiction of the unloading, uncrating, unskidding, leveling, painting and assembly of machinery and equipment, as well as the reverse process. Full-time employees of exhibiting companies may "hand carry" material provided they do not use material handling equipment. When exhibitors do choose to "hand carry" material, they may not be permitted access to the loading dock/freight door areas. GES will not be responsible for any material they do not handle. All exhibitors are expected to comply with any union requirements in effect and as outlined in the "SHOW SITE WORK RULES" section of the Exhibitor kit.

**7. Program Listing:** Exhibitors will be listed in the 2018 NHA Symposium Program and Telephone App by the organization's name, exactly as provided by the Exhibitor under "Exhibiting as Company Name" on the Application for Space. If a different listing is preferred, notification must be provided in writing to the NHA Show Management by April 01, 2018 — restrictions do apply.

**8. Booth Types**: All booths will be 10'x10', except for designated table spaces which will be 8-foot tables.

**9. Booth Staffing:** Exhibits shall not be dismantled before 6:45 p.m. time on the final day of the Show. Early dismantling may result in a fine of 10% of total booth fee. Booths must be staffed during the hours of the Show as stated on the Schedule of Events (SOE).

**10. Delivery and Removal During Show:** No delivery or removal of any portion of an exhibit will be permitted during the term of the Show without permission of NHA Show Management.

**11. Cancellation/Reductions:** Exhibitors may cancel/withdraw from the Show subject to the following conditions and restrictions: (a) Exhibitor shall give NHA Show Management written notice of intent to cancel/withdraw all, or part of, assigned exhibit space. Prior to April 1, 2018, a cancellation fee of 25% of the total booth rental will be retained by NHA. If the Exhibitor provides notice of cancellation/withdraw between April 1, 2018 and April 30, 2018, a cancellation fee of 50% of the total booth rental will be retained by NHA. Cancellation and reduction refunds are not immediate and may occur after the Show. If notice is received on or after May 1, 2017, no refund will be made; (b) If NHA does not receive complete payment by the stated deadlines, NHA will assume that the exhibitor has cancelled the space; (c) Reductions that result in open space that NHA Show Management is unable to sell may result in booth reassignment for an Exhibitor reducing the size of its booth.

**12. Sharing/Subletting of Space:** Each exhibiting company or division thereof must submit a separate Application for Space — no exceptions! Exhibitors shall not assign, sublet, or share the whole, or any part of, exhibit space purchased without the knowledge and prior written consent of NHA Show Management. The display or advertising of a third party's product constitutes sharing space. Failure to receive written consent from NHA to share exhibit space in advance (including displaying the advertising of another company's product or service) may result in a fine.

**13. Fault of Occupancy:** Any Exhibitor failing to occupy reserved space by 5:00 p.m. Eastern time, May 14, 2018, shall forfeit the space without reimbursement. Exhibitors arriving after this time must contact NHA Show Management to determine if space is available and, if so, to schedule their move-in. Late arriving exhibitors may be given booth space other than their original assigned space at the discretion of NHA Show Management. Late exhibitors may be requested to wait until after the exhibit hall closes to move-in.

**14. Unoccupied Space:** NHA shall have the right to use any unoccupied space beginning at 5:00 p.m. Eastern time, May 14, 2018 to suit its own convenience, including relocating an Exhibit or selling the space to another Exhibitor without any rebate or allowance to the defaulting Exhibitor. NHA assumes no responsibility for having included the name of the defaulting Exhibitor, or description of company products/services in any printed or electronic materials related to the Show.

**15. Distribution of Materials:** Publications and advertising material of any description may be displayed and distributed only within the display space(s) assigned to the Exhibitor presenting such material.

**16. Dress Code:** Persons under the control of Exhibitor must be appropriately attired always (Business or Business Casual). Exhibitor agrees to comply with NHA's sole determination that particular attire is not appropriate.

**17. Food and Beverage:** Exhibitor shall not bring into the Marriott Norfolk Waterside Hotel, or any of its facilities, any food, whether prepared or unprepared or beverages of any kind whatsoever, including but not limited to alcoholic beverages, without the prior consent of NHA and the Catering Manager of the Marriott. Exhibitor is allowed to provide beverages, including alcoholic beverages and food from their exhibit. All beverages and food must be contracted directly with the Marriott Hotel Catering Department, with credit of the items going towards the NHA F&B requirements. Exhibitor shall not serve beverages or food from its booth space that competes in any way with the food and beverage service of the Marriott, which shall have the sole authority to give approval for the service of food or beverage. Exhibitor shall solely be responsible for payment of fees/charges imposed by the Marriott for distribution of such food or beverages.

**18. Fire Regulations:** Smoking is not permitted inside the Marriott Norfolk Waterside meeting rooms, public areas (e.g. restrooms, concourses, etc.), or exhibit hall at any time. Absolutely no storage is allowed in the electrical alleys located behind or between booths or behind drapes in

back of booths. Literature for display or distribution shall be limited to a one-day supply. Reserve supplies of literature must be stored outside the facility. Combustible waste, such as broken crates, empty boxes, packing materials, etc., shall not be stored in the exhibit halls, meeting rooms, or exit areas. All curtains, bunting, draping, etc. must be made of flame retardant materials. Exhibitors shall comply with all federal, state, and local fire and building codes that apply to places of public assembly (see the prevailing N.F.P.A. Life Safety Code 101 — available for purchase and downloading at www.nfpa.org) and with the Fire Prevention Rules and Regulations of the Marriott Norfolk Waterside Hotel. Firefighting and emergency equipment may not be hidden or obstructed, including fire extinguishers, strobes, fire hose cabinets, fire alarm pull stations, and standpipes. All emergency exits, hallways, and aisles must be kept clear and unobstructed. Fire lanes must be maintained at all times on the loading dock. Exhibitors should be aware that state, local or municipal codes may impose requirements regarding the minimum or maximum fuel levels applicable to aircraft to be used in exhibits, and that these codes may vary. While some codes require fuel tanks to be topped off, others require fuel tanks to be purged and capped. Exhibitors shall ascertain and comply with all applicable codes, rules and regulations of the state, locality or municipality in which the event will take place.

19. Liability and Indemnification: The Exhibitor agrees to make no claims for any reason whatsoever, including but not limited for negligence, against NHA, Global Experience Specialists, the City of Norfolk Virginia, the Marriott Norfolk Waterside Hotel, nor any of their officials, officers, directors, members, agents, employees, representatives, contractors, subcontractors, or consultants, in conjunction with 2018 NHA Symposium for theft, loss, damage, fire damage, or destruction of goods; nor for any injury (including bodily injury or death) or damage to himself/herself, employees, agents, contractors, subcontractors, representatives, or to outside parties (including but not limited to patrons, guests, or invitees) relating to, arising out of, caused by, occasioned by, or in connection with (i) the Exhibitor's participation in or presence at 2018 NHA Symposium, including but not limited to Exhibitor's installation, removal, maintenance, occupancy or use at the Marriott Norfolk Waterside premises, or any part thereof; (ii) any act or omission of the Exhibitor or any of its members, officials, officers, directors, affiliates, employees, agents, contractors, subcontractors, representatives, servants, assigns, patrons, guests, or invitees, or (iii) breach of any of the terms or provisions of these 2018 NHA Symposium Rules & Regulations. Exhibitor is solely responsible for damage to the Marriott Norfolk Waterside premises caused by Exhibitor or its officials, officers, directors, affiliates, employees, agents, contractors, subcontractors, representatives, patrons, guests, or invitees.

The Exhibitor shall indemnify, defend (at NHA's option), and hold harmless, NHA, Global Experience Specialists, the City of Norfolk, the Marriott Norfolk Waterside Hotel, and their officials, officers, directors, members, affiliates, agents, employees, representatives, contractors, subcontractors, or consultants (also referred to as "INDEMNIFIED PARTIES") from and against any and all claims, lawsuits, judgments, demands, actions or causes of action, costs, penalties, liabilities, expenses, governmental charges or fines, fees (including attorneys' fees), or damages, of any kind or nature (including but not limited to property damage and bodily injury, including death) relating to, arising out of, caused by, occasioned by, or in connection with (i) the Exhibitor's participation in or presence at 2018 NHA Symposium, including but not limited to Exhibitor's installation, removal, maintenance, occupancy or use at the Marriott Norfolk Waterside premises, or any part thereof; (ii) any act or omission of the Exhibitor or any of its members, officials, officers, directors, affiliates, employees, agents, contractors, subcontractors, representatives, servants, assigns, patrons, guests, or invitees, or (iii) breach of any of the terms or provisions of these 2018 NHA Symposium Rules & Regulations.

**20. Enforcement of Rules:** NHA has full power of interpretation and enforcement of these rules. Exhibitors or their officials, officers, directors, affiliates, employees, agents, contractors, subcontractors, patrons, guests, invitees, or representatives who fail to comply with federal, state, and local laws or ordinances, or who fail to observe the terms and conditions of this agreement, or who, at NHA's sole discretion, conduct themselves in a manner inconsistent with the rights of other exhibitors to display their products or services to attendees or act in an unprofessional manner or in a manner unfavorable to the image of NHA may be removed from the exhibit floor without refund or other appeal. This includes persons, things, printed matter, or anything that might be objectionable to NHA. Additionally, NHA and the Marriott Norfolk Waterside Hotel retain the right to remove from the premises any and all disorderly officials, officers, directors, affiliates, employees, representatives, agents, guests, invitees, or patrons of Exhibitor and the right to eject any disorderly person or persons from the Marriott Norfolk Waterside Hotel or any of its facilities; in the event of the exercise of this authority, Exhibitor waives any and all claims for damages against NHA and the Marriott Norfolk Waterside Hotel or.

**21. Default:** Exhibitor's material violation of the 2018 NHA Symposium Rules & Regulations shall be grounds for termination of Exhibitor's right to the use of space allocated to it by NHA, forfeiture of all fees paid by Exhibitor for 2018 NHA Symposium, and such other remedies as may be appropriate. An Exhibitor whose right to the use of space has been terminated shall be required to vacate and remove its exhibit and all merchandise and personal property from 2018 NHA Symposium. Any failure, delay or forbearance by NHA in insisting upon or enforcing any provision of the 2018 NHA Symposium Rules & Regulations shall not be construed as a waiver of, and shall not prejudice NHA's right to enforce, such provision against any Exhibitor.

**22. Contract Jurisdiction:** This agreement shall be deemed to have been entered into in the Commonwealth of Virginia, USA, whose body of laws shall at all times govern the interpretation and enforcement of this agreement.

**23. Entire Agreement**: The Application for Space and the remainder of the 2018 NHA Symposium Rules & Regulations, including any documents referenced herein or any attachments, constitute the entire agreement between the parties, and supersede all oral or written representations by either party or any person acting on behalf of both party, and all written agreements which may have been entered into between the parties. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties.

**24. Captions**: The paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of the 2018 NHA Symposium Rules & Regulations.

**25. Severability**: If any term, provision or covenant in the 2018 NHA Symposium Rules & Regulations is held to be invalid, void, or unenforceable, the remainder of the terms, provisions and covenants in the 2018 NHA Symposium Rules & Regulations shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**26. Assignment:** The Exhibitor may not assign its space at 2018 NHA Symposium or its rights under the 2018 NHA Symposium Rules & Regulations, in whole or in part, without prior written consent of NHA.

**27.** Force Majeure: The event may be postponed or cancelled due to an uncontrollable event, including but not limited to fire, flood, earthquake, hurricane, extreme weather conditions, strike, lockout, failure of power, national emergency, riots, terrorism, threats of terrorism, war, material or labor restrictions by any governmental authority, unavoidable casualty, industrial action, acts of God, severe curtailment of national transportation that represents a clear and adverse effect on the ability of at least forty percent of any documented pre-registered attendees to attend the event, governmental directive which would prohibit aircraft being flown into the City of Norfolk, unavailability of the Marriott Norfolk Waterside premises, or any other circumstances or events beyond the control of NHA. If the event is cancelled for any reason set forth in this clause, NHA may return to Exhibitor an amount not to exceed the booth space fees received from Exhibitor. The amount returned to Exhibitors will be solely determined by NHA after NHA has received its insurance recovery related to the cancellation, and shall not exceed the amount recovered by NHA through insurance less, at a minimum, NHA's expenses and other costs. Any fees returned to Exhibitors will be in proportion relative to the booth space fees received from each Exhibitor. Except as provided in this paragraph, NHA shall not, as a consequence of the event being postponed or cancelled, be responsible for any cost, damage, expenses, or loss of revenue that may be incurred by the Exhibitor.

**28.** Additional Provisions: Exhibitor shall not use fog, haze, smoke effect, pyrotechnic or similar devices or materials without prior written permission from NHA. Exhibitor shall not cause or permit any nails or other things to be driven into any portion of the Marriott Norfolk Waterside Hotel, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the premises or furnishing or the equipment thereof, nor do, nor permit to be done anything which will damage or change the finish or appearance of the Marriott Norfolk Waterside Hotel or the furnishings thereof by any act of Exhibitor or any of its officials, officers, directors, affiliates, employees, agents, guests, invitees, patrons, contractors, or subcontractors. Exhibitor shall not bring to the Marriott Norfolk Waterside Hotel any animals, other than service animals. Exhibitor shall not display nor permit its agents or permitted entrants to display in the Marriott Norfolk Waterside Hotel any drug paraphernalia.

In the event the Marriott Norfolk Waterside Hotel is evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat, or other incident posing a threat to personal safety or property, the Marriott Norfolk Waterside Hotel and Visitors Authority may cancel all or part of the 2018 NHA Symposium. Exhibitor hereby releases NHA and Marriott Norfolk Waterside Hotel and Visitors Authority and their officials, officers, directors, affiliates, employees, agents, contractors, subcontractors, and representatives from any and all liability for injury, loss of life, loss of or damage to property, or other damage or loss of any nature whatsoever, economic or otherwise, suffered or sustained as a result of such evacuation, direction to evacuate, or cancellation. Exhibitor further covenants and agrees, in the event of such evacuation, direction to evacuate, and all claims that may be asserted by third parties for injury, loss of life, loss or damage to property, or any damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation, direction to evacuate, or cancellation, to indemnify and hold harmless the INDEMNIFIED PARTIES from any and all claims that may be asserted by third parties for injury, loss of life, loss or damage to property, or any damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation, direction to evacuate, or cancellation.

Exhibitor and its officials, officers, directors, affiliates, employees, agents, contractors, subcontractors, representatives, patrons, guests, and invitees shall observe and comply with all laws, statutes, ordinances, rules, resolutions, regulations and acts of the United States, State of Virginia, South Hampton Roads County, and the City of Norfolk. The cost of Exhibitor's compliance is the responsibility of Exhibitor. Exhibitor shall also be responsible for obtaining any and all permits or licenses required by laws, ordinances, or other rules or regulations for Exhibitor's booth(s).

Exhibitor shall not bring upon the Marriott Norfolk Waterside Hotel premises any exhibit, equipment, or vehicle that, within the judgment of NHA or the Marriott Norfolk Waterside Hotel, would be, or might be, dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the premises, without prior written permission from NHA. Hazardous chemicals and materials, including, but not limited to, pesticides, herbicides, poisons, flammable and combustible liquids, hazardous gases, and chemicals (including oxidizers) are prohibited inside the Marriott Norfolk Waterside Hotel.

Gasoline, kerosene, diesel fuel, combustible gases, or other flammable liquids may not be stored (permanently or temporarily) in the Marriott Norfolk Waterside Hotel during an event or during move-in and move-out.

Exhibitor is responsible for removal of hazardous waste and must comply with all applicable federal, state, and local regulations. Hazardous waste includes materials that are ignitable, corrosive, reactive, toxic, or biohazards (as defined in 40 C.F.R. §261 subpart C and D). If materials are questionable, contact NHA. Exhibitor shall reimburse NHA for any and all costs or applicable administrative expenses, including costs for analysis and testing, incurred or paid by or charged to NHA for the removal and disposal of hazardous waste left in, or about, the Marriott Norfolk Waterside Hotel.