

NCYC EXHIBITOR RULES AND REGULATIONS

READ THIS DOCUMENT COMPLETELY AND CAREFULLY.

If you have any questions, please contact the Exhibits Manager.

INTRODUCTION

All exhibits and exhibitors are subject to the following rules and regulations. Registered exhibitors assume responsibility for making sure that all booth personnel understand and abide by the terms, conditions, general information, and these official rules and regulations of the NCYC interactive exhibit hall. Exhibitors are also bound by the policies and general operating procedures found in the Facilities Guide of the Indiana Convention Center and Lucas Oil Stadium (ICCLOS), which may change without notice. Failure to observe these rules, regulations, and policies may jeopardize the exhibitor's space assignments and right to exhibit at future NFCYM conferences.

1. IEH SPONSORSHIP AND OBJECTIVES

The NCYC interactive exhibit hall (hereinafter "IEH") is produced by and the property of the National Federation for Catholic Youth Ministry, Inc., (hereinafter "NFCYM") acting through its officers, employees, or agents in the management of the National Catholic Youth Conference (hereinafter "NCYC") and the IEH. The IEH is a practical, educational adjunct to general sessions and workshops held during NCYC. The IEH also supplements the professional development, resourcing, and networking of personnel involved in youth ministry. NFCYM reserves the right to refuse space to any applicant who, in the opinion of NFCYM, is unlikely to contribute to the overall objectives of NCYC.

2. APPLICATION FOR SPACE

Booth space will be selected and confirmed on a first-come, first-served basis based on sponsorship status, NFCYM membership, and/or the date the application is received. Sponsors and NFCYM members receive preferential selection and assignment. Applications should be filed promptly. Full payment is due at the time of selection. Proof of insurance/self-insured agreement must be received within five (5) business days of confirmation of assignment.

3. ACCEPTANCE OF CONTRACT

A contract between the booth space applicant and NFCYM is created only when the following conditions are met:

- NFCYM receives, processes, and accepts the exhibitor's application.
- Applicant selects and pays for booth space.
- NFCYM receives the exhibitor's certificate of insurance or self-insured declaration.

4. REPRESENTATIVES

Four exhibit personnel credentials are included in the cost of the initial 10'x10' booth space purchased/assigned. Two more exhibit personnel credentials are included with each successive



10'x10' space purchased/assigned. Up to two additional credentials per 10'x10' space may be purchased at a rate of \$200 per person.

Exhibitor credentials are for those working in an exhibitor's booth during show hours and do not serve solely as complimentary NCYC registration passes.

Booth personnel registration takes place through the online NCYC Exhibitor Portal. All representatives conducting business on behalf of the registered exhibitor must be 18 years of age or older. NOTE: Children under the age of 16 are **not permitted on the show floor during installation or removal**.

5. SAFE ENVIRONMENT COMPLIANCE

Because most NCYC participants are minors, all exhibit booth personnel must abide by NFCYM's <u>Exhibitor Code of Conduct</u> and will limit their interactions with participants to that which is appropriate to their role at NCYC, including not being alone with an unrelated minor.

Exhibit booth personnel who are compliant with their home diocese's safe environment policies may be credentialed as "safe environment compliant" upon submission of proof of up-to-date training and third-party screening through their diocese.

6. CONDUCT OF PERSONNEL

Any detrimental conduct by exhibit personnel including but not limited to abusive language, threats, assault, vandalism, theft, inappropriate behavior, and similar acts is cause for immediate removal from the premises. When such conduct violates the law, law enforcement may be called, and charges may be filed for prosecution. Misconduct may result in the potential loss of current or future exhibiting opportunities. NFCYM will not be liable for any refunds, rentals, or other exhibit expenses due to eviction or misconduct of exhibitors.

7. INSTALLATION

Exhibitors may install exhibits on Wednesday, November 15, from 8 AM-4 PM, and Thursday, November 16, from 8 AM-12 PM. All exhibits must be set up by 1 PM on Thursday, November 16. Exhibit space not set by this time will be considered vacant and space may be masked, sold, or assigned to other exhibitors. (See #10 Unclaimed Space below.)

Only credentialed exhibit booth personnel are allowed on the exhibit floor during installation. Temporary badges valid during installation only will be available for volunteer personnel assisting with installation. No children under the age of 16 are permitted on the show floor during installation.

8. STAFFING DURING SHOW HOURS

Exhibitors are expected to staff their exhibit booth space during **all** show hours. NFCYM understands that booth personnel must use the rest facilities and eat but expects exhibitors to make reasonable arrangements to have sufficient personnel to allow for these breaks.

9. REMOVAL

Exhibitors may remove exhibits on Saturday, November 18, between 5 PM and 10 PM. Exhibits



may not be disturbed or removed until after the official IEH closing on Saturday, November 18, at 5 pm. Removal must be complete by 10 pm. No children under the age of 16 are permitted on the show floor during dismantling and removal. Only credentialed exhibit booth personnel are allowed on the exhibit floor during removal. Temporary badges valid during removal only will be available for volunteer personnel assisting with removal.

10. UNCLAIMED SPACE

Exhibit space must be claimed and set up by 1 PM on Thursday, November 16, giving the Service Contractor (see #12 below) time to pick up storage items from exhibit booths, vacuum areas, clean aisles, etc. Any space unclaimed by 1 PM, Thursday, November 16, may be sold or reassigned without refund of fees paid. NFCYM will not be liable for any incurred expenses. If circumstances beyond the exhibitor's control (ex. canceled or delayed flight) are the cause of the failure to show by the assigned hour, then the exhibitor should immediately notify the Exhibits Manager and alternate arrangements may be made.

11. CANCELLATION

Cancellation must be made in writing to NFCYM and sent to Exhibits Manager at exhibits@nfcym.org on or before October 1. If notification is received before the deadline, NFCYM will refund the booth rental fee less a \$100 cancellation charge per booth. No refunds will be granted for space canceled after October 1.

12. SERVICE CONTRACTOR

<u>Fern Expo Services</u> ("Service Contractor") is the official Service Contractor for NCYC.

13. ARRANGEMENTS OF EXHIBITS

All exhibits must be arranged so as not to obstruct the general view or hide the exhibits of others. The standard equipment provided to exhibitors consists of a cloth drape back wall 8 feet (8') high (unless island booth), 3 feet (3') high cloth drape side dividers (unless end cap, peninsula, or island booth), a skirted 6 foot (6') table, two (2) folding chairs, one (1) wastebasket, and an identification sign per 10'x10' space will. The exhibit hall is not carpeted. No carpet is provided.

- Except for island booths, which must not exceed sixteen feet (16') in height, no construction or built-up exhibit, including banners, signs, flags, or other hand-held items, etc. shall exceed the overall height of the back wall, unless approved in advance by NFCYM. Request for approval must be submitted in writing to the <u>Exhibits Manager</u> on or before October 1. Permission for height extensions will NOT be granted on-site.
- Equipment more than four feet (4') in height may not extend more than five feet (5') from the back wall. NFCYM reserves the right to adjust such displays to accommodate all concerned.
- For end cap booths, the maximum back wall height of eight feet (8') is allowed only in the rear half of the booth space and within five feet of the two side aisles, with a four-foot (4') height restriction imposed on all materials in the remaining space forward to the aisle.
- Exhibitors with professional exhibiting equipment that exceeds eight feet (8') in height are strongly urged to select a perimeter booth.



- All aisle space, passageways, and overhead spaces belong to NFCYM. Exhibitors may not
 obstruct the aisles in any way and all displays must remain within the confines of the
 exhibitor's display space.
- The exhibitor will ensure that its exhibit and product/service information comply with the Americans with Disabilities Act and its regulations and guidelines.
- Exhibitor overhead signs and banners must be approved in advance by NFCYM. Approval deadline is October 1.
- Carpeting of aisle space between two exhibit spaces directly across from each other will only be permitted with written permission in advance from NFCYM. Request for approval must be submitted in writing to Exhibits Manager on or before October 1.

14. USE OF EXHIBIT SPACE

NFCYM reserves the right to reject or terminate exhibit privileges of any exhibitor due to the conduct of personnel, method of operation, materials, noise, or other causes that NFCYM believes are incompatible with the purpose of NCYC. Prohibited activities include, but are not limited to:

- The assignment, sublease, or sharing of the whole or any part of the space allotted without the written consent of NFCYM and approval of the terms thereof.
- Exhibitors may not conduct raffles, fund-raisers, or other prize drawings where participation in such activity requires the exchange of cash. The sale of goods, materials, or services is excluded from this restriction.
- Selling, giving away, or otherwise distributing in any medium products or resources that directly or indirectly endorse, support, or oppose any specific political candidate for public office, political party, or political action committee (PAC).
- Showing goods other than those manufactured or handled by the exhibitor in the regular course of business.
- Solicitation of business by any firm or organization not assigned space in the IEH in any manner within the exhibit hall.

No rights or privileges are created for any exhibitor because of previous space assignments or years of participation in the IEH.

15. USE OF FACILITY

All exhibitors accepted for the 2023 NCYC IEH must abide by the <u>Policies and General Operating</u> <u>Procedures of the Indiana Convention Center (ICC)</u>. These include, but are not limited to:

- Exhibitors may not nail, staple, tape, spray, hang, or attach anything to walls, ceilings, fixtures, or floors.
- Holes may not be drilled, cored, or punched, and fasteners may not be attached to the floor or
 walls with prior written approval from NFCYM and Facility Management. All such work must be
 done by authorized facility personnel or under their direction.



- Stickers, glitter, and confetti are prohibited in the facility. No one may distribute adhesive-backed decals and stickers inside the convention center. Any costs incurred by the facility to remove any decals/stickers affixed to floors, walls, windows, doors, escalators, handrails, facility equipment, etc. inside the facility will be billed to the exhibitor associated with the sticker/decal.
- Helium tanks and helium balloons are not permitted in the facility.
- Exhibitors are not permitted to park in the loading dock area. The area is for immediate loading and unloading only. Unauthorized parked vehicles will be towed at the owner's expense.

NFCYM reserves the right to impose additional limitations and override permissions granted by the convention center.

16. DIRECT SALES AND LOCAL TAX LAWS

The Indiana Department of Revenue requires exhibitors selling goods (new or used) to register and submit a Business Tax Application for sales tax. All exhibitors selling products or tangible items are required to collect the Indiana state sales tax (currently 7%) and declare it to the IDOR. As of August 2023, a \$25.00 business registration fee applies. Visit https://www.in.gov/dor/3731.htm to register and for additional information.

17. STRUCTURAL INTEGRITY

All exhibit displays should be designed and erected to withstand normal contact or vibration caused by neighboring exhibitors, facility laborers, installation/removal equipment such as forklifts, etc., and the foot traffic associated with NCYC. Displays should also be able to withstand moderate wind effects that may occur in the exhibit area when freight doors are open. Exhibitors should ensure that any display fixtures such as tables, racks, or shelves are designed and installed properly to support the product or marketing materials to be displayed upon them.

18. LIGHTING

Exhibitors should adhere to the following suggested minimum guidelines when determining booth lighting:

- No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries
 of the exhibit space. Exhibitors intending to use hanging light systems must submit drawings to
 NFCYM for approval. The approval deadline is October 1.
- Lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or show aisles.
- Any lighting which is potentially harmful, such as lasers or ultraviolet lighting, should comply with facility rules and be approved in writing by NFCYM. The approval deadline is October 1.
- Lighting which spins, rotates, or pulsates, and other specialized lighting effects should be in good taste and not interfere with neighboring exhibitors or otherwise detract from the general atmosphere of the IEH.



19. SOUND, MUSIC, LIVE PERFORMANCE, DEMONSTRATION WITHIN EXHIBIT BOOTHS

In general, exhibitors may use sound equipment in their booths provided the noise level does not disrupt the activities of neighboring exhibitors or the IEH as a whole.

- Announcements are prohibited from or within exhibit booths.
- Speakers and other sound devices should be positioned to direct sound into the booth rather
 than into the aisle and should not exceed 85 decibels. Amplification is limited to no more than
 five (5) decibels above the base level of the exhibit floor. NFCYM reserves the right to adjust
 sound levels at any time.
- If an exhibitor wishes to perform live music/vocals or offer demonstrations within an exhibit booth, a minimum of two (2) exhibit booth spaces must be purchased and the performance/demonstration area may not exceed booth boundaries.
- Aisles must remain clear; the audience may not obstruct traffic flow.
- 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. The exhibitor is solely responsible for obtaining all required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. ASCAP
 (American Society of Composers, Authors, and Publishers), BMI (Broadcast Music Incorporated), and SESAC are three authorizing licensing organizations that collect copyright fees on behalf of composers and publishers of music.

20. LOCATIONS OF EXHIBITS

NFCYM reserves the right to alter the location of exhibits or booths shown on the official floor plan as it deems advisable and in the best interest of the IEH; however, no change of location will be made without notification or consultation with the exhibitor affected by such changes.

21. FLOOR PLAN

To view or download the current IEH floor plan, visit the exhibitor page and click on the button labeled "Interactive Floor Plan."

22. ADDITIONAL ITEMS

Costs **not** included in booth rental include but are not limited to transportation, warehousing, electrical outlets, power, telephone, additional furniture and decor, internet access, and drayage. The service contractor will provide order forms for these services and related labor to approved exhibitors.

23. DISTRIBUTION OF CIRCULARS AND SOLICITATION OF BUSINESS

Exhibitors' mascots or other characters are confined to the space assigned to their organization. Distribution by the exhibitor of any printed matter, souvenirs, or other articles must be confined to the space assigned. No undignified manner of attracting attention will be permitted. Exhibitors are responsible for keeping the aisle(s) near their booth(s) free of congestion or promotion. No exhibit or advertising matter will be allowed to extend beyond the space allotted to the exhibitor.



24. ENTERTAINMENT

Exhibitors agree not to sponsor group functions such as product demonstrations, tours, speeches, concerts, or other activities during NCYC and IEH hours that would in any way interfere with participants' attendance at regular NCYC functions or induce visitors away from the IEH. Exhibitors agree that it shall be their sole responsibility to obtain any licenses which may be required for it to broadcast, perform, or display any copyrighted materials, including but not limited to music, video, and software.

25. GENERAL RESTRICTIONS

- Exhibitors may not distribute food or drink samples without written permission from NFCYM and the convention center, except for enticement candy, which must be commercially produced and individually wrapped.
- NFCYM reserves the right to restrict exhibits which, because of noise, methods of operation, or any reason, become objectionable, and to prohibit or evict without refund any exhibit or person, which in the sole opinion of NFCYM, may detract from the general character of the IEH.
- No display furnishings exposing an unfinished surface to neighboring booths or an aisle will be permitted.
- Exhibitors are not permitted to set up displays in hotel rooms or suites, lobbies, hallways, or other convention center areas.

26. CARE OF BUILDING/REGULATIONS

Exhibitors are liable for any damage caused to the facility by him or his agent(s) (see #15). The Indiana Convention Center is the exclusive service provider for hanging banners. Current prices and order forms will be included in the exhibitor kit from the Service Contractor. The exhibitor assumes full responsibility for complying with union regulations, local, city, and state laws regarding sales taxes, and regulations concerning fire, safety, electrical wiring, and health.

27. FIRE/SAFETY REGULATIONS

Exhibitors assume all responsibility for compliance with all city and state ordinances and regulations including those covering fire and safety. All exhibit equipment and materials must be made of flame-proofed material and must clear the floor. The selected event utility company must handle all special electrical connections. The use of extension cords is discouraged. If extension cords must be used, they must be used singly, plugged into the nearest outlet, and taped down to the floor. All approved electrical cords must be at least 17-gauge and 3-wire grounded type. Two-wire ungrounded cords (zip cords or rip cords) are UNACCEPTABLE. Approved power strips will be available through the Indiana Convention Center. If the exhibitor neglects or violates these regulations or otherwise incurs fire hazards, NFCYM may cancel without refund, all or such parts of his exhibit that may be irregular.

28. WORK RULES

Any help needed to move, erect, or remove exhibits should be requested from NFCYM's official Service Contractor (see #12 above). Only professional signs are permitted. No handwritten or makeshift signs may be utilized.



29. FAIR EMPLOYMENT

Exhibitors agree that during the life of this contract, he/she will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, or ancestry.

30. SECURITY

NFCYM will provide uniformed security officers for the IEH during off-hours, but neither NFCYM nor Fern Exposition & Event Services nor the Capital Improvement Board of Managers of Marion County, Indiana, nor the security company will be responsible for any losses.

31. INSURANCE

Exhibitor agrees it has the sole responsibility for obtaining insurance as outlined below and that neither NFCYM, Fern Expo, the Capital Improvement Board of Managers of Marion County, Indiana, the Marion County Convention and Recreational Facilities Authority ("MCCRFA"), the Indiana Stadium and Convention Building Authority ("ISCBA"), nor any other party has purchased insurance on exhibitors' behalf and is under no obligation to do so.

NFCYM recommends that exhibitors carry a minimum of \$500,000 in insurance coverage. Exhibitors should consult their insurance companies to verify that proper coverage is in place to cover all liability and/or loss of equipment and materials, from when items are shipped until they return to the exhibitor's warehouse/point of origin. In most cases, a rider can be added to the exhibitor's present policy for a nominal cost.

All exhibitors are required to provide NFCYM either a <u>certificate of insurance</u> naming NFCYM, Fern Expo, the Capital Improvement Board of Managers of Marion County, Indiana, the Marion County Convention and Recreational Facilities Authority ("MCCRFA"), the Indiana Stadium and Convention Building Authority ("ISCBA"), and their officers, board members, agents, and employees, as additionally insured (<u>click here</u> for details) or an <u>Exhibitor Self-Insured Agreement</u> (1916).

The COI or completed self-insured agreement must be submitted within five (5) business days of booth purchase or space may be reassigned. Failure to provide NFCYM proof of insurance shall not relieve the exhibitor from its insurance obligations.

32. COMMUNICABLE ILLNESS/DISEASE

NFCYM reserves the right to require those participating in the convention to wear masks while inside convention facilities including but not limited to the general session space, breakout rooms, exhibit halls, concourses, and other common areas. No one should participate in NCYC if they have symptoms consistent with influenza, COVID-19, or a similarly communicable illness. NFCYM may bar from entry anyone displaying noticeable signs of illness.

33. INDEMNIFICATION FROM LIABILITY FOR LOSS, THEFT, PROPERTY DAMAGE, OR DESTRUCTION AND PERSONAL INJURY

Exhibitors shall defend, indemnify, and hold harmless NFCYM, Fern Expo, the Capital Improvement Board of Managers of Marion County, Indiana, the Marion County Convention and Recreational Facilities Authority ("MCCRFA"), the Indiana Stadium and Convention Building Authority ("ISCBA"), and their officers, board members, agents, and employees from responsibility for any loss, property damage or personal injury that may occur to the exhibitor, exhibitor's employees, or



independent contractors, from any cause whatsoever, prior to, during, or subsequent to the period covered by the exhibit contract.

34. FAILURE TO OPEN

In case the premises of the Indiana Convention Center shall be destroyed or damaged, or if the National Catholic Youth Conference and the interactive exhibit hall fail to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, threat or act of terrorism, act of war, act of God, emergency declared by any government agency, or for any other reason, this contract may be terminated by NFCYM. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of NFCYM shall be to return to the exhibitor his space payments, less his pro-rata share of all costs and expenses incurred and committed by NFCYM.

35. REGULATIONS AND CONTRACT

These regulations have been formulated in the best interest of all concerned and become a part of the contract between the exhibitor and NFCYM. All matters and questions not covered by these regulations are subject to the decisions of NFCYM. Failure to comply with any terms or conditions may result in NCYC and the interactive exhibit hall's eviction and/or loss of current or future exhibiting opportunities.



NATIONAL FEDERATION FOR CATHOLIC YOUTH MINISTRY

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