

## Sponsor and Exhibit Contract Regulations and Policies for Service Providers at the NIRI Annual Conference

By serving as a sponsor or exhibitor at the NIRI Annual Conference, you and your company have agreed to abide by the following regulations, which serve as guidelines to broadly define service provider participation at the NIRI Annual Conference. Sponsors and exhibitors may request specific information regarding any of the matters below. NIRI reserves the right to amend or change any of the guidelines below, and communicate by posting these to the NIRI Annual Conference Website.

1. **Objectives** – The purpose of sponsorships and exhibits in conjunction with the 2012 NIRI Annual Conference is to offer NIRI members and other registrants the opportunity to meet with service providers and to examine in one convenient location state-of-the-art equipment, software and other information tools valuable to the field of investor relations and corporate governance.
2. **Oversight** – An exhibition jury, composed of NIRI Professional Development staff and the Provider Advisor Council, will serve as the oversight body. They may be called upon to review exhibition and sponsorship applications to ensure they meet the educational goals of NIRI and exhibit/sponsorship guidelines. They may preview the exhibits before the Showcase opening or monitor during the Showcase to ensure compliance. On-site modification to exhibits, including display exhibit materials, may be requested. Failure to comply may result in the immediate forfeiture of booth space.
3. **Payment** – Booths and sponsorships must be paid-in-full one month (30 days) after the booth selection has been made. Failure to provide timely payment may result in the following:
  - i. Exhibitor will not be able to set up their booth
  - ii. The booth may be reassigned if not paid for in full one month after selection
  - iii. Exhibit staff will not have access to the exhibit area or the conference
  - iv. Pre- and post-event attendance lists may be withheld
4. **Multiple Booth Policy** – There is no restriction on the number of booths exhibitors (parent companies and their subsidiaries) may purchase.
5. **Exhibit Booths Assignments** – Booth selection order is based on total spend with NIRI National. Please review the Sponsor and Exhibit document ([www.niri.org/sea](http://www.niri.org/sea)) for more information.

### ***Respect Our Community***

Conference is focused on thought leadership. Only exhibiting companies may engage attendees in the exhibit area. Attendees have been asked not to accept invitations to events from vendors not sponsoring or exhibiting at Conference. Service and product solicitation is not appropriate by vendors not sponsoring or exhibiting. Please respect our community, and promptly notify NIRI staff of violations.

### 6. ***Exhibit Booth Info and Regulations***



A booth is defined as an official space on the tradeshow floor that is purchased by a company and provides an avenue for an exhibiting company to display their wares for the allotted period of time.

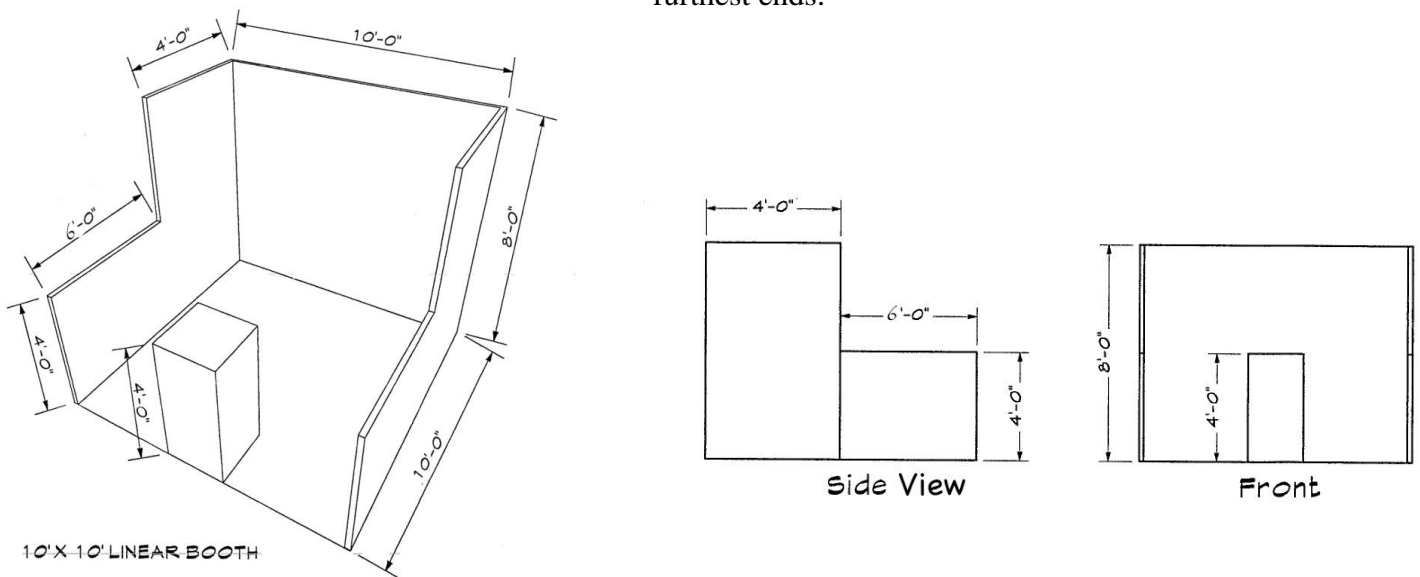
**Demonstration**

- i. Booths must be contiguous.
- ii. No display can be greater than the allowed dimension areas of the booth, unless as part of a premium related to an Island booth, or in any other way obstruct the view of the other exhibit booths.
- iii. Exhibit space may not be shared with other organizations unless part of the same ownership structure or approved by NIRI.
- iv. Exhibitors are expected to sell only within the confines of their booths, not make excessive noise, and generally be respectful of their neighbors.

**Linear Booths** – Linear Booths have only one side exposed to an aisle and are generally arranged in a series along a straight line. They are also called “in-line” booths.

*Dimensions* – For purposes of consistency and ease of layout and/or reconfiguration, floor plan design is in increments of ten feet (10’) wide and ten feet (10’) deep.

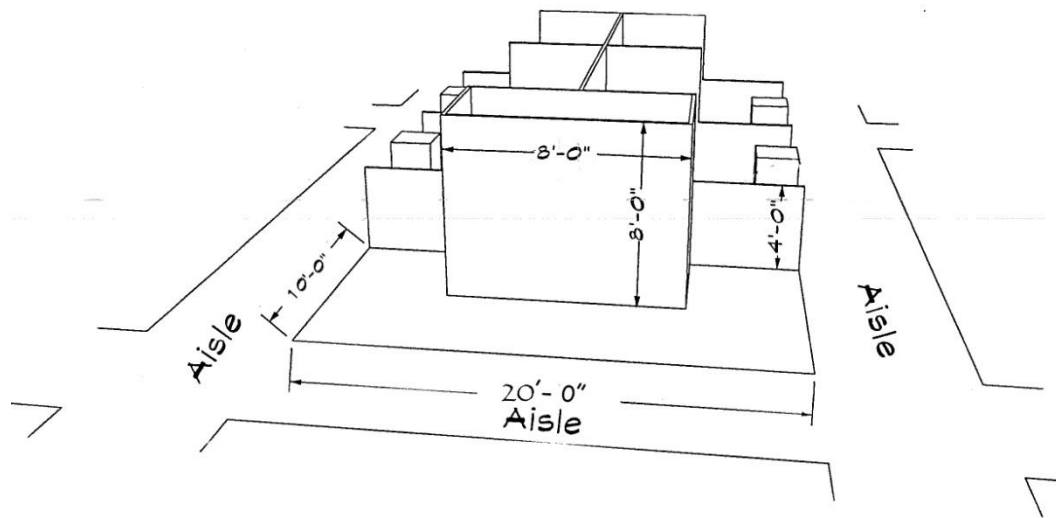
*Use of Space* – Regardless of the number of Linear Booths utilized; display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. Exhibit fixtures, components, and identification signs *must be contained* within a maximum back wall height of 8’, with a four-foot (4’) height restriction imposed on all materials in the remaining space forward to the aisle. When two or more inline booths are used as a single exhibit space the four-foot (6’) height limitations is applied only to that portion at the two furthest ends.



**End Cap Booths:** An End Cap Booth is exposed to aisles on three sides and composed of two standard 10’ x 10’ booths located at the end of an aisle.

*Dimensions* – End Cap Booths are ten feet (10') deep by sixteen feet (20') wide. The maximum back wall height of eight feet (8') is allowed only in the rear half of the booth space and within three feet (5') of the two side aisles with a four-foot (4') height restriction imposed on all materials in the remaining space forward to the aisle.

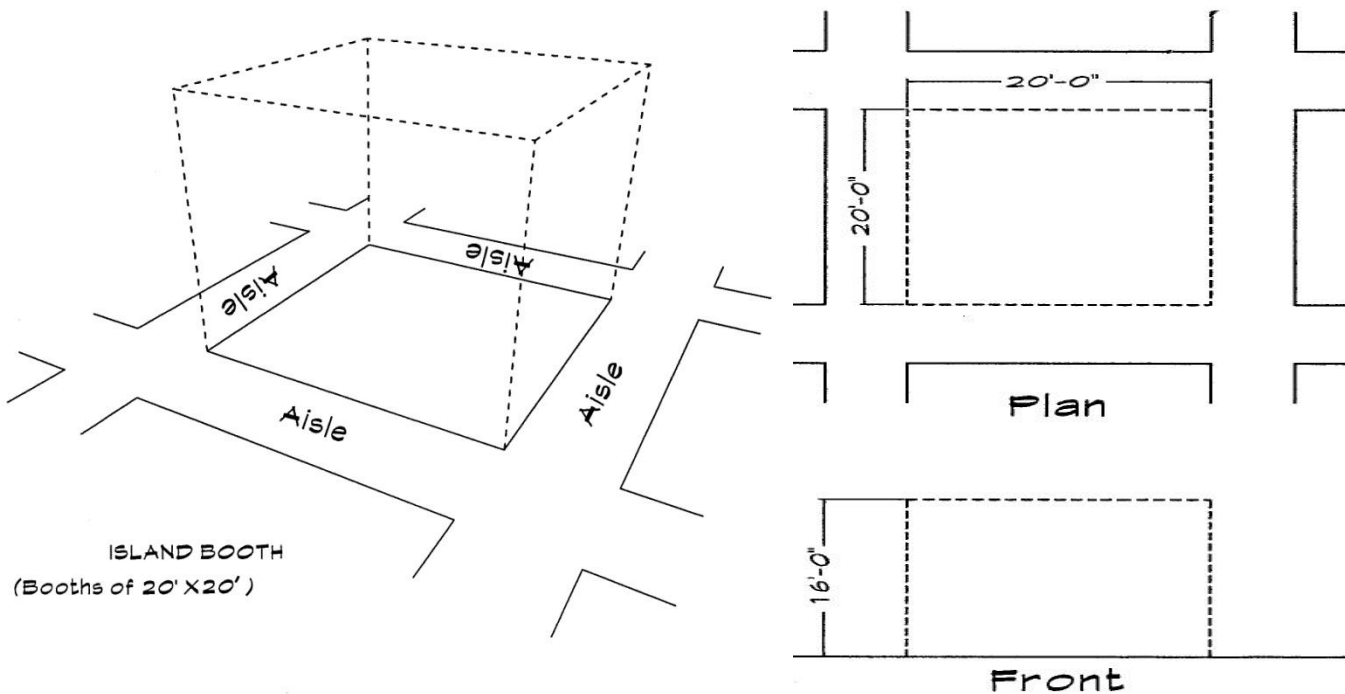
*Use of Space* - Exhibit fixtures, components, and identification signs must be contained within allowed area. All specifications are the same as the inline booths with the exception of the sides and front recession.



**Island Booths** – An Island Booth is four standard booths exposed to aisles on all four sides.

*Dimensions* – An Island Booth is twenty feet (20’) by twenty feet (20’) with aisles on all four sides.

*Use of Space* - Exhibit features, components and identification signs will be permitted to a maximum height of 16’. Plans for an island booth must be submitted to NIRI for approval at least 60 days prior to the conference. Island booths may have small portions of their exhibit extend up to 1’ in each direction with payment of a \$1,500 premium.



*Canopies and Ceilings* - Canopies, false ceiling corresponds to the height regulation for appropriate exhibit configuration of which they are a part. These plans must be submitted to NIRI for approval at least 60 days prior to the conference. Check with the local fire department to ensure that your display meets with the necessary fire safety precautions.

*Hanging Signs* – Signs and graphics are permitted in all standard island booths, to a maximum height of sixteen feet. Whether suspended from above or supported from below, they should comply with all ordinary use-of-space requirements. Hanging signs should be set back ten feet (10’) from adjacent booths.

*Storage* – Fire regulations in most exhibit facilities prohibit storing product, literature, empty packing containers or packing materials behind back drapes or under tables. However, exhibitors may store a

limited supply of literature or product appropriately within the booth area, so long as these items do not impede access to utility services, create a safety problem or look unsightly.

*No display can be greater than the allowed dimension areas of the booth, unless as part of a premium related to an Island booth, or in any other way obstruct the view of the other exhibit booths.*

7. **Booth Setup and Tear Down** – Exhibitors must complete set up of their booth within the set up hours noted in Official Showcase Hours. Sufficient time is provided prior to the opening reception. If set up is not completed by the designated time and NIRI receives no communication from the exhibitor, the booth may be resold or reassigned without refund.

Tear down cannot occur during showcase hours or before 6:30 pm on Tuesday, June 5, 2012.

8. **Local Laws** – All exhibits must comply with local laws, fire ordinances and union regulations. This also includes local laws and hotel regulations related to appropriate behavior and the consumption of alcohol.
9. **Exhibit Staff Registration** – All exhibit staff must be registered and paid prior to the opening of the Showcase. Registrations received after May 6, 2012 will not be included in the printed registration book distributed at Conference. There are no complimentary registrations associated with exhibit booths unless negotiated via Sponsor and Exhibit Contract.
10. **Sponsorship Right of First Refusal** – Right of first refusal of a sponsorship is available only if granted in a fully executed Sponsor and Exhibit contract. Otherwise, sponsorships are awarded on a first come, first served basis.
11. **Marketing Areas** – Service provider staff, including temporary employees, must confine selling to their exhibit booth area and do so during official Conference hours. Marketing outside of individual booths is strictly prohibited.
12. **Giveaways and Sales Literature** – Sponsors who agree to sponsor an event or provide an official conference giveaway must provide for all registrants. Official conference giveaways or events must be made available to all registrants.

Giveaways, sales literature, souvenirs, etc, must be distributed from within the confines of the exhibit space or space defined in a sponsorship agreement, and must be appropriate for distribution at a professional, educational conference. Distribution of materials in session rooms, food and beverage tables is strictly prohibited. All materials distributed in authorized locations will be destroyed.

Alternately, sales literature/publications may be delivered by hotel staff to guest rooms with NIRI approval. Delivery is restricted to outside-of-the-room. The cost and coordination are the responsibility of the service provider. Please review the Room Drop form, soon to be available, for more information.

Raffles or other contests must be in conformance with US Federal Trade Commission regulations. Further, all contests must be cleared with NIRI staff in advance.

13. **Competing Events** – Attendees, sponsors, exhibitors, vendors and services providers may not sponsor private functions during official conference educational programs or evening receptions. Irrespective of sponsor or exhibitor status (whether the vendor or service provider is a sponsor or exhibitor), NIRI reserves the right to restrict private functions to times that do not conflict with the official conference program or officially sponsored evening functions. See the Annual Conference program ([www.niri.org/conference](http://www.niri.org/conference)) for the dates and times for sports functions, general sessions, concurrent breakout sessions, food and beverage functions and evening receptions. Further, selling and distributing literature or other items at another company’s sales event is not permitted.
14. **Insurance** – Exhibitors and service providers must have insurance and issue a liability disclaimer. FAX a copy to Mike Hyatt at NIRI at (703) 506-3571 or [mhyatt@niri.org](mailto:mhyatt@niri.org).
15. **Insurance/Liability Disclaimer** – The National Investor Relations Institute, the Washington State Convention and Trade Center and exhibition services company will exercise reasonable care for the protection of sponsors and exhibitors, equipment and materials, beyond which they accept no responsibility for injury, or loss or damage of any said materials or displays. Sponsors and exhibitors also agree to exercise reasonable care in setting up, maintaining and staffing their booths and to indemnify and hold NIRI harmless from and against any damage, loss or injury that may occur. Sponsors and exhibitors must carry general liability insurance in amounts equal to a minimum of \$1 million and maintain statutory required worker compensation coverage. NIRI requires that a copy of appropriate insurance documents be forwarded to NIRI prior to May 1, 2012.
16. **Cancellation** Refunds of booth rental fees are based on the following:  
Cancellation and Refund Policy:  
Before Wednesday February 15 – paid fees less \$150  
Before Wednesday February 29 – 50% of paid fees less \$150  
Before Wednesday March 14 – 25% of paid fees less \$150  
After March 14 – no refund will be given
17. **Shipping to and storage at Washington State Convention and Trade Center** – Exhibitors and sponsors are responsible for all fees charged by the Center or other parties associated with shipments (receiving, delivery, storage, etc).

## Frequently Asked Questions

### **Who is the exhibition management company?**

GES Exposition Services will provide all exhibit services. Exhibitor Manual soon to be provided.

### **What are the official showcase hours?**

For a tentative schedule; see the showcase hours on the agenda. The final schedule will be posted on May 6.

### **Are there any other restrictions to booths?**

There are two:

1. Booths must be contiguous
2. End-cap and island booths are permitted as long as they conform with the aforementioned guidelines (see "Exhibit Booth Regulations" above)

### **When is the fee due?**

Booths and sponsorships must be paid-in-full one month (30 days) after the booth selection has been made. Exhibitors will not be able to set up if there is an outstanding balance. Other penalties/restrictions may apply – see Regulations above.

### **How large are the booths? What is included in the booth fee?**

The fee includes the standard booth (10' x 10') and set up of 8' high black draped back wall, 4' high side rails, and a white 7" x 44" exhibitor ID sign. No furniture or carpet is provided. No conference registrations are included in the booth fee.

Sponsors and exhibitors will appear in all promotions and name and profile will appear in the final program. Three advance and one post-conference attendance lists will be sent via email.

### **Is there a height restriction for booths?**

Yes, single-space and end cap exhibits must not exceed the 8' height of the back drape, and island booths (four or more standard 10' x 10' units with aisles on all four sides) must not exceed a maximum height of 16'. **THIS WILL BE STRICTLY ENFORCED.** Please see Exhibit Booth Regulations.

### **Are there other booth restrictions?**

Two restrictions are referenced in the regulations: (1) booths must be contiguous; (2) booth height cannot exceed the 8' back drape for Inline or End-cap booths. Otherwise, please use common sense in planning your exhibit booth and activities surrounding your booth, and professional courtesy toward fellow exhibitors and registrants. Excessive loudness of audio equipment or staff or other personnel occupying the aisles, and other unprofessional practices will not be tolerated.

Any sales literature found in concurrent breakout rooms or other places outside of the exhibit area without consent from NIRI will be confiscated and destroyed. Also, no live animals are permitted.

### **Does exhibit staff pay? How many staff should be in the booth?**

There is only one type of conference registration that entitles each person to full conference privileges including lunches, attending educational sessions and receptions. The exhibitor registration applies only to exhibitors and is offered at a reduced rate. See Conference Registration for online conference registration or download the PDF form. Payment is due with the registration. No-shows will be billed.

*There are no complimentary conference registrations included with booths.* All staff registrations must be paid in full by Sunday, June 3, 2012, prior to the opening of the Showcase or they will not be permitted access to the Showcase and the Welcoming Reception.

### **What if my staff changes after I register them?**

All changes in exhibit staff must be emailed to [NiriAnnualConference@niri.org](mailto:NiriAnnualConference@niri.org). Your final list of staff registrants, with complete titles and addresses must be provided to NIRI in writing by May 6, 2012. We will have onsite capability to provide badges.

### **When is set up and dismantling?**

Set up times:

- Saturday, June 2, from 10:00 am – 5:00 pm
- Sunday, June 3, from 8:00 am – 3:00 pm

Showcase tear down times:

- Tuesday, June 5, from 6:30 – 12:00 pm
- All exhibitor booth material must be removed by midnight on Tuesday, June 5.

### **When/where do we get badges?**

All attendees must wear name badges at all times. Those without name badges will not be permitted in the exhibit area. Attendees may pick up name badges at the NIRI Registration Desk during set-up times and posted registration hours.

The NIRI staff will be constantly monitoring the exhibit area and will take appropriate action including ordering that a booth be closed without refund for continued problems.

### **How should I ship my booth and materials?**

All exhibit material must be shipped prepaid in care of GES Exposition Services. Label information is included in the exhibition services kit that will be sent to exhibitors once the reservation is received.

Do not ship materials directly to the Center. Remember that shipments are difficult to track on a weekend. Please note that the Washington State Convention and Trade Center, NIRI and GES Exposition Services will NOT be responsible for these shipments. Exhibitors and sponsors are responsible for all costs related to their shipments (receiving, delivery, storage, etc) charged by the Center and/or other parties.

### **Who is responsible for cleaning the exhibit area?**

GES Exposition Services will provide a pre-opening cleaning and after teardown cleaning of the exhibit area. The Center will clean the aisles area during the Conference and Showcase. You must contract with GES Exposition Services if you wish to clean your booth area daily.

### **What about security at night?**

The exhibit hall will be locked and secured by Washington State Convention and Trade Center security personnel during the following times:

- Saturday 6:30 pm through Sunday 7:30 am
- Sunday 8:30 pm through Monday 6:30 am
- Monday 5:30 pm through Tuesday 6:30 am
- Tuesday 10:00 pm through Wednesday 7:00 am

Security will patrol the area during these times. While we are taking all reasonable and necessary precautions, the Washington State Convention and Trade Center, NIRI and GES Exposition Services are NOT responsible for theft. Therefore, we recommend that you exercise caution and insure your exhibit and its contents. Do not leave valuables in your exhibit booth overnight or when the booth is unattended.

### **How do I order telephone/data lines?**

Vendor options are to be determined. When available the information will be available under the Resources Tab on the NIRI conference website. [www.niri.org/sponsor](http://www.niri.org/sponsor)

### **How do I order power?**

All power options will be ordered through Edlen Electrical Exhibition Services, Inc. A copy of the electrical order form when available will be under the Resources Tab on the NIRI conference website.

### **What will GES Exposition Services do for us?**

GES Exposition Services has been retained as the exhibition services company for the 2012 NIRI Annual Conference and Investor Relations Services Showcase. For contact information and the Exhibitor Manual, refer to the Resources Tab on the 2012 NIRI Conference website.

### **Who are the contacts at NIRI, GES Exposition Services, and the Washington State Convention and Trade Center?**

All contacts, with an explanation of responsibilities, are under the Resources Tab on the 2012 NIRI Conference website. [www.niri.org/sponsor](http://www.niri.org/sponsor)

### **What are the procedures for room drops?**

Exhibitors and sponsors may have sales literature/publications delivered by hotel staff to guest rooms as part of a Room Drop sponsorship for \$3,000. Delivery is restricted to outside-of-the-room. The hotel cost and coordination are the responsibility of the service provider. Hotel contacts are required to secure NIRI approval for each delivery. The Room Drop form will be placed on the Resources Page.

## An Agreement Between the National Investor Relations Institute and XXXX

**SAMPLE**

National Investor Relations Institute ("NIRI") and XXX ("Exhibitor") agree to the following terms for the 2012 NIRI Annual Conference ("Event").

■ Exhibitor will:

- receive (1) 10'x10' booth space(s)
- receive booth space with carpet, pipe and black drape, and a black and white sign
- receive assigned booth space(s): XXXX
- have rights to NIRI provided logo and marketing information to assist in marketing Exhibitor's presence at the Event, information available at [www.niri.org/sponsor](http://www.niri.org/sponsor)
- be responsible for Exhibitor staff event registration fees, unless otherwise included in a separate NIRI sponsorship package agreement
- be responsible for setup, AV, decoration, and hotel fees associated with installation of booth(s)
- be responsible for all Exhibitor material shipment fees, either charged by GES or the Event hotel (fees include, but not limited to hotel receiving, transfer, and storage)

■ Exhibitor agrees:

- to comply with NIRI Sponsor and Exhibit Rules and Regulations, available at [www.niri.org/sponsor](http://www.niri.org/sponsor). Rules and Regulations are subject to change, and cover:
  - allowed booth dimensions
  - available times for private functions
  - attendee communications policies
  - allowed areas for selling and marketing
  - other rules and regulations related to your participation

Changes or additions will be addressed by addendum to this agreement. In consideration for the items offered in this agreement, Exhibitor agrees to pay NIRI US\$XXXX. Event sponsorship and advertising will be covered in a separate agreement.

Signed,



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**Kraig Conrad**  
Vice President  
Professional Development  
National Investor Relations Institute

**Title:**

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Date

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Date

**Payment Due on Receipt**

Sponsorship and/or booth space may be released if payment not received by **February 15, 2012**

**Cancellation and Refund Policy:**

before February 15 – paid fees less \$150  
before February 29 – 50% of paid fees less \$150  
before Mar 14 – 25% of paid fees less \$150  
after March 14 – no refund will be given