# 2026 NACA Annual Convention Rules and Regulations

# **COMPLIANCE WITH LAWS, RULES, and SAFETY PRECAUTIONS**

Exhibitor is responsible for knowledge of and compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to Exhibitor's participation in the NACA Convention, as well as all rules and regulations of the Choctaw Casino and Resort (Hotel) and all related expenses and taxes. Exhibitor shall take all necessary measures to safeguard persons and property at the Hotel from any hazards associated with Exhibitor's exhibit equipment. Exhibitor shall comply with applicable industry safety standards. Exhibitor agrees that if notified by NACA that the condition of Exhibitor's space is unsatisfactory for any reason, Exhibitor will immediately remedy the condition.

# INSTALLATION AND DISMANTLING

Exhibitor will not be allowed to set up, nor will freight be delivered to booth, if full booth payments have not been made.

# EXHIBIT SCHEDULE

Employees staffing the booth must have convention badges. NACA shall have the sole control over attendance policies at all times. Exhibitor personnel must be properly registered in order to staff a display and must wear (nontransferable) registration badges during move-in and Exhibit hours.

# AMERICANS WITH DISABILITIES ACT (ADA)

Exhibitor is solely responsible for ensuring that its booth is in full compliance with the ADA, and for all costs related thereto.

# **SECURITY**

NACA may provide dedicated security for the NACA Expo Hall overnight only after set-up and until move-out. However, NACA is not responsible for the loss of any materials by or for any cause, and urges the Exhibitor to exercise normal precautions to discourage pilferage. Only registered Expo attendees and Exhibitors will be authorized to enter during Exhibit periods. Guests are not permitted in the Expo Hall.

# SELF-DELIVERY OF BOOTH MATERIAL

Exhibitors will be responsible for delivery of their own equipment and/or display materials to the Hotel and for removal of equipment and/or display materials. Alliance Expo shall control all traffic into and out of the Exhibit area to minimize delays and tie-ups. The Exhibitor assumes full responsibility for the delivery of its materials to the space, which is assigned for the purpose of exhibiting its product, service or materials. NACA assumes no responsibility for the performance of services by any shipping company with which the Exhibitor may wish to make a contract.

# MOVE-IN

Exhibit materials cannot be received at the Hotel prior to the move-in date. Exhibitors may commence booth installation in contracted space beginning at 8:00 a.m. on Sunday, January 25, 2026. Exhibitors must finish set-up no later than 9:00 am on Monday, January 26, 2026. Should an Exhibitor fail to set up by this time, the Exhibitor will be deemed a "no show" and its space shall be subject to reassignment or cancellation without notice (unless NACA has earlier approved Exhibitor's late arrival). Should an Exhibitor arrive after this deadline, NACA reserves the right to assign or withhold space, and any new space assigned shall be subject to the terms and conditions of the contract as if it were Exhibitor's original contracted space. Exhibitor will not be allowed to set up during show hours.

#### **MOVE-OUT**

IA firms must not dismantle exhibits nor begin packing before the final closing of the Expo at 12:30 pm on Wednesday, January 28, 2026. Permission from NACA is required for delivery or removal of any portion of an exhibit during Expo set-up and/or before teardown hours. Vendors offering services and supplies to the catastrophe industry are permitted to move out after 5:30 pm on Tuesday, January 27, 2026.

# FOOD AND ALCOHOL

The Hotel is the exclusive provider of food, beverage, and catering services within the Expo Hall and all assigned meeting space. Any Exhibitor ordering alcoholic beverages at any event held in conjunction with the NACA Convention must (i) carry a minimum of two million dollars (\$2,000,000.00) in liquor liability insurance during the event and (ii) comply with all the rules and requirements of the Hotel.

# FORCE MAJEURE

NACA may suspend or terminate this contract without penalty in the event the Hotel becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the NACA Convention as scheduled due to any event beyond the control of NACA, including but not limited to the following: strike; lockout; injunction; emergency; act of God; act of war; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impossible or impractical for NACA to hold the Convention as scheduled or otherwise perform its obligation hereunder (including the unavailability or inadequacy of any meeting space. In such an event, Exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of NACA shall be to refund to Exhibitor all payments made for exhibit space, less a proportionate share of all expenses incurred and committed by NACA, such as, but not limited to, advertising, Hotel fees, etc., to the extent any monies remain after payment of such expenses.

# **INSURANCE**

Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor's participating at the NACA Convention, including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million U.S. dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name NACA as additional insured, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against NACA. Further, said insurance shall include a provision for notification to NACA at least thirty (30) days prior to cancellation. Exhibitor shall furnish NACA with a certificate of insurance verifying such coverage prior to December 31, 2025. Exhibitor shall not do any act or thing in the Hotel that might violate any insurance policy held by NACA.

#### EXHIBITOR LIST

To assist you in promoting your company and scheduling interviews with attendees prior to the Convention, NACA shares the full registration list with all paid exhibitors.

The registration list is meant for one-time use and intended only for contacting attendees to promote the exhibitor's booth and products/services at the event, not for general marketing purposes.

The attendee list cannot be shared with third parties, sold, or added to a company's broader database without explicit permission from NACA.

#### DAMAGE TO HOTEL

Exhibitor shall be solely responsible for any and all damage to the Hotel caused by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

#### **INDEMNIFICATION**

Exhibitor agrees to defend, indemnify, and hold harmless NACA, the Hotel, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments and liabilities (including court costs and reasonable attorney's fees) based upon or arising out of any act, omission, negligence, misconduct or breach of any material condition of this contract by Exhibitor, its contactors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

#### **NO LIABILITY**

NACA and its agents will use reasonable care to protect Exhibitor against loss. The responsibility of NACA to Exhibitor does not extend beyond such endeavors; provided, however, that NACA may choose to provide a refund in any amount up to the fees actually paid by Exhibitor, in its sole discretion. In no event shall NACA be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. Exhibitor is solely responsible for the security of its property and the property of others under its control.

#### WAIVER

Exhibitor acknowledges that NACA and the Hotel do not carry insurance coverage for Exhibitor's property. Exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss which Exhibitor or its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors might sustain as a result of Exhibitor's participation in the NACA Convention. Exhibitor hereby waives any and all rights of recovery, refund or compensation for bodily injury (including death) or property damage against NACA, its sponsors, the Hotel, and their officers, directors, employees and agents based upon or arising out of Exhibitor's participation in the NACA Convention, except such losses as may be the result of the sole gross negligence or willful misconduct of such parties.

# **LAWS**

Exhibitor agrees that the sole jurisdiction and venue for any litigation arising from or relating to the contract shall be an appropriate federal or state court located in the state of Oklahoma.

Exhibitor hereby waives trial by jury in an action, proceeding, or counter-claim brought by or against NACA with respect to this contract. In the event that NACA needs to bring a suit to enforce any of its rights outlined, they shall be entitled to recover all costs from the suit (including attorney's fees) from Exhibitor.

# <u>GENERAL</u>

The parties are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between the parties. Neither party has any right nor authority to assume or to create any obligation or responsibility on behalf of the other party except as otherwise provided herein. The parties agree that all rights and obligations provided in the Agreement which do not expressly terminate pursuant to this Agreement shall survive beyond the term of this Agreement and shall remain in full force and effect in perpetuity. This Agreement represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. This contract may be modified only with the written consent of NACA. The waiver of a breach of any of the terms hereof or of any default hereunder, shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the waiving party. All provisions of this Agreement shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. All notices required under this contract shall be considered given when deposited in the U.S. Mail, certified, return receipt requested, addressed to the respective parties as listed on the first page of the contract.

#### SOUND LEVELS

Sound levels of presentations in Exhibit booths must be kept at or below 85 decibels and not interfere with surrounding exhibits.

#### **BOOTH PERSONNEL**

Exhibitor must have staff present at booth during all open Expo hours. Exhibitor's personnel shall conduct themselves in a professional manner at all times during open Expo hours.

Exhibitor shall remove all its property from the Hotel by 4:00 p.m. central time, on Wednesday, January 28, 2026. If such property is not removed within the period of time for move-out, NACA may remove such property at Exhibitor's expense. The advance written approval of NACA shall be required for any additional movein and/or move-out time. Exhibitor agrees that if NACA should receive, handle, or have in its care or custody Exhibitor's property, of any kind, shipped or otherwise delivered to the Hotel prior to, during, or following the Expo, NACA shall act solely for the accommodation of Exhibitor and NACA shall not be liable for any loss, damage, or injury to such property.

#### **"EARLY TEARDOWN" POLICY**

Early teardown or dismantling of booths by exhibitors is strictly prohibited. Early teardown or dismantling disrupts the integrity of the show and endangers attendees still in the exhibit hall. By signing the booth space agreement, Exhibitors agree to the "Move-Out" policy in this document. Any Exhibitors dismantling their booths prior to the scheduled time may be penalized by a \$250 fine. Show Management will monitor and enforce this policy. Please plan your travel accordingly.

# **RESTRICTIONS**

Exhibitor's activities shall be restricted to Exhibitor's booth space only. NACA reserves the right to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which becomes objectionable due to noise, safety hazards, or other reasons. NACA reserves the right to deny access to or eject any person whose behavior becomes objectionable. In any such event, no refunds will be issued.

# ADVERTISING, CIRCULARS AND SOLICITATION

NACA reserves the right to prohibit distribution of souvenirs, advertising matter, or any other materials. Distribution from anywhere other than within Exhibit's booth is forbidden.

#### SUBLEASING SPACE

Unless approved in advance and in writing by NACA, Exhibitor shall not assign or sublet this contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Exhibitor's normal course of business, nor

permit any third party to solicit business in Exhibitor's space. Multiple-company sharing of exhibit space shall require advance written permission from NACA.

# In Conjunction With (ICW) Policy

NACA Conventions bring together many adjuster professionals. These events present a prime opportunity for exhibitors and/or sponsors of the NACA Convention to hold meetings and events in connection with any of NACA's events at the Annual Convention.

NACA encourages exhibiting affiliates to take advantage of this opportunity and has established a set of guidelines to be followed when planning and hosting ancillary meetings during the NACA Annual Convention. All ancillary meetings held in conjunction with the NACA Annual Convention must adhere to these guidelines, regardless of the meeting location.

- All affiliate meetings held in conjunction with the NACA Convention must be first approved by NACA.
- Affiliate meetings must NOT overlap with designated NACA programming.
- All participants of your affiliate event MUST be registered to attend the NACA Convention and must wear their name badge to gain access to the venue and all meeting areas at the venue.
- Rented meeting space and hospitality suites should only be used for business meetings and entertainment purposes only. Product demonstrations must be conducted on the exhibit floor.
- Activities scheduled during education sessions and convention programming will be limited to internal company staff of 20 people or fewer.
- NACA is not responsible for private property being left unattended in the reserved affiliate rooms. Please be mindful of all personal property and valuables throughout the event.
- Affiliate groups requesting space are responsible for the actions of their employees and/or attendees and will be expected to follow all rules and guidelines outlined.
- Affiliate events may not place any additional signage or collateral materials in other areas of the venue unless approved by NACA.
- Payments and purchases shall be made directly with the venue being rented.
- All NACA audio-visual equipment must remain in the designated meeting room for any hosted event, or if asked to be removed, re-set fees are the responsibility of the affiliate group.
- To ensure guests are drinking responsibly, the use of a hotel/convention center licensed bartender is REQUIRED when hosting a hospitality suite, or other event where alcohol is served at the Hotel.
- NACA strictly forbids outboarding and "suitcasing."\*
- Once your request is approved, contact information for all service providers will be forwarded with
  acceptance of your affiliate space request. The Hotel has been instructed to only release meeting
  and/or hospitality suites upon approval from NACA. NACA reserves the right to accept or reject
  any request in its sole judgment. The requestor will be responsible for the following:
  - Registering for the NACA Convention and reserving sleeping rooms with the hotel, within NACA's block of rooms.
  - Making all set-up and food and beverage arrangements directly with the hotel or facility.
  - Paying all related charges in conjunction with the event or meeting held.

\*The term "suitcasing" is defined as any activity designed to solicit or sell products/services to attendees of the convention without the proper authorization of NACA, or in ways that violate the rules of the event or expo.