

TERMS AND CONDITIONS

1. SUBLETTING OF SPACE: The exhibitor agrees that the display will be confined to the area of space reserved. Subletting or showing products other than those manufactured or represented by the exhibitor is strictly prohibited.

2. ARRANGEMENT OF EXHIBITS: The exhibitor agrees to arrange the exhibit so as not to obstruct or interfere in any way with the general view, the view of the exhibits of other exhibitors, or the free passage of spectators. The decision of the NDA as to what constitutes an obstruction or interference shall be final.

3. INSTALLATION & REMOVAL OF EXHIBITS: In the event that any exhibitor fails to complete pre-show installation and arrangements for the removal of boxes and crates by 5:00 pm on July 12th, the NDA reserves the right to remove, at the exhibitor's expense and risk, all such exhibits and material pertaining thereto, from the space allotted to such exhibitor and cancel the contract. In such an event, the NDA shall retain the amount paid by such exhibitor as space rental and for liquidated damages covering expenses paid by the NDA and the loss of rental from other exhibitors.

4. CARE OF SPACE: The exhibitor agrees not to deface, injure, or mar the exhibition hall of the Sheraton Kansas City or any of the furniture or fixtures contained therein, and/or any of the property of whatever nature placed therein by the NDA. The exhibitor shall be liable to the Sheraton Kansas City and/or the NDA for any damage resulting to such exhibition hall and/or such property placed therein by the NDA which shall occur by reason of the commissions or omissions of any exhibitor and/or its agents, servants or employees. The exhibitor shall defend and save NDA from all claims arising from the aforesaid commissions or omissions of the exhibitor, his agents, servants or employees. All materials used by exhibitors must conform to all local codes. (X-Ray equipment must be dead.)

5. INSURANCE: The NDA assumes no responsibility for the safety of the property of exhibitors or the personal property of their officers, agents, servants or employees. Any exhibitor wishing to ensure his or goods against injury, theft, damage by fire, accident or other cause, must do so at his own expense. Reliable security will be provided at night to guard the exhibits located inside the Exhibit Hall beginning Thursday, July 10th and continuing through July 12th, 11pm. For one and one-half hours after the Exhibit Hall is closed to the public, exhibitor representatives, with proper credentials, will be permitted on the floor for chores they see fit to perform. During these periods only, while exhibitors are on station, hotel cleanup personnel will be permitted inside the Exhibit Hall. At all other times, specifically between 7:00 p.m. and 7:30 a.m., through the nights of July 10-12, the watchmen will permit no individual to enter or leave the Exhibit Hall except by authority of the NDA. Exhibitor assumes responsibility and hereby agrees to protect, indemnify, defend, and save harmless the NDA and Sheraton Kansas City, its affiliates and subsidiary companies and their respective partners, directors, officers, employees, and agents ("the Indemnities") against all claims, losses, and damages to persons or property, governmental charges or fines, and reasonable attorney's fees to the extent caused by Exhibitor's negligent installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof, excluding any such liability caused by the negligence of the Indemnities. Exhibitor's obligations to any entity under this Section are contingent upon NDA and the Sheraton Kansas City, respectively, (a) promptly notifying Exhibitor in writing of the claim; (b) Exhibitor having sole control of the defense and settlement; and (c) such entity seeking indemnification reasonably cooperating in providing information and assistance. The Exhibitor assumes all responsibility for any loss, theft, or damage to exhibitor's displays, equipment, and other property while on the premises, and hereby waives any claim or demand it may have against the Sheraton Kansas City or its affiliates arising from such loss, theft, or damage. In addition, Exhibitor acknowledges that the NDA and the Sheraton Kansas City and any of the other Indemnities do not maintain insurance covering Exhibitor's property. It is the sole

responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor. All exhibitors agree to submit a **Certificate of Insurance (COI)** no later than May 1, 2025. It is understood that companies can not exhibit without a valid COI.

6. CONDUCT & RESTRICTIONS: The NDA reserves the right to restrict any exhibit which, because of noise, odor or other objectionable features, interferes with the orderly procedure of the exhibition. The NDA also reserves the right to prohibit any display or procedure that in its judgement runs counter to the general character of the exhibition. Therapeutic products or products of a therapeutic nature that do not meet the ethical standards of the dental profession will not be accepted for display. Display of prices is permitted on countertops only and shall not be misleading. Distribution of samples is welcome. The solicitation of customers in the aisles will serve as grounds for expulsion from the exhibition. Exhibitors must conduct their business from the confines of the booths they have rented and/or lounge areas. Exhibitors may not assume the role of host at the Conference. Potential customers or personal friends may be invited on condition that such invited persons comply with the regulations applicable to all other registrants at the Conference. Revenue lost from the violation of this rule will be recovered from the transgressing exhibitor who will accept the decision of the NDA in the event of a dispute between the "invitee" and the exhibitor. Exhibitors may not host any function in conjunction with the Conference without the written consent of the NDA, which shall not be unreasonably withheld. The rights reserved in this section apply as well to the conduct of agents and employees of the exhibitors and any property used by such exhibitors in the installation and operation of exhibits. The decision of the NDA as to what acts constitute a breach of the above conditions shall be final. Any exhibitor shall be subject to eviction, without refund, if he/she is judged to be in violation of the aforementioned conditions.

7. LIABILITY: The NDA shall not be liable for any damages in the event that performance of this contract is rendered impossible for any of the following causes: destruction of the Sheraton Kansas City Hotel at Crown Center or any substantial portion thereof, by fire, earthquake, the elements, or a public enemy; strikes or other public disorder; impossibility of performance created by law or any public authority; and/or for any cause beyond its control or the control of the Sheraton Kansas City. The NDA will, however, in the event of its not being able to hold the exhibition for any of the reasons set forth above, reimburse exhibitors pro rata on the amount of rental paid by each exhibitor as follows: total rentals paid by all exhibitors less expenses incurred by the Association in constructing and installing the exhibits, shall be refunded to exhibitors in the amount of their rental payments prorated by the number of days the exhibition fails to proceed as scheduled.

8. CANCELLATION/REFUND OF EXHIBIT SPACE: Request for cancellation of exhibit space must be presented to the NDA in writing by February 15, 2025. If written cancellation notice is received by March 1, 2025, exhibitor agrees to pay a cancellation fee of \$500. After February 1, each exhibitor agrees to pay for the full space rental unless all space is sold, at which time a cancellation fee of \$1,000 will apply.

9. PAYMENT: In the event that any remaining balance of the full remittance for the booth(s) engaged by the exhibitor has not been received by the NDA on or prior to May 1, 2025, the NDA reserves the right to cancel this contract without liability. In such an event, the Association shall retain the amount paid by such exhibitor as a forfeited deposit. Submitting payment is acknowledging that We/I have read and agree to the cancellation policy.

10. INTERPRETATIONS OF THE ABOVE RULES & REGULATIONS: The above stated conditions are considered a part of the contract. The NDA reserves the right to interpret them as well as make decisions on all points the rules and regulations do not cover. Decisions made by the NDA are final.