

## **2017 NACDS Annual Meeting Rules and Regulations**

### **1. Agreement to Conditions**

Each Attendee, for himself and his employees, agrees to abide by these conditions, it being understood and agreed that the sole control of the NACDS Annual Meeting rests with the National Association of Chain Drug Stores (hereinafter called NACDS). NACDS may from time to time promulgate such regulations governing hours of meeting and eligibility for admission thereto as may be found in its judgment to be most practicable.

### **2. Eligibility**

All Chain and Associate Members in good standing with NACDS are invited to register and attend the Annual Meeting.

### **3. Spouse/Companion Registration**

Complimentary Spouse/Companion registration is available and includes participation in the receptions and social functions open to all attendees and The NACDS Luncheon. Spouses/Companions wishing to participate in business meetings and activities must purchase an individual registration badge.

### **4. Payment**

Payment for the entire meeting space fee must accompany each application, and payment for the entire individual registration fee must accompany each individual registration form. Complete information regarding fees is specified on the registration forms.

### **5. Assignment of Space**

Classification of Outdoor, Indoor, and other meeting spaces and assignment of the space will be determined by NACDS. Once a space has been assigned by NACDS, no company will be moved unless NACDS deems it necessary.

### **6. Outdoor Meeting Space (Including Cabanas and Umbrellas)**

Outdoor Meeting Space includes Cabanas, and Umbrella spaces consisting of a sun umbrella, table, and chairs. Outdoor space holders may not set up product displays and/or equipment. A small box of samples and literature each day to hand-out during meetings is permitted.

### **7. Indoor Meeting Space (Including Casitas, Meeting Rooms, and Hotel Suites)**

- A. Indoor meeting space holders (including Casitas, Meeting Rooms, and hotel suites) will only be permitted to set up a limited amount of product displays and/or equipment in their assigned "indoor meeting space". Removal of drapes, lighting fixtures, furniture or other permanent fixtures and covering existing floors with carpet or other floor coverings will not be permitted. Indoor meeting space will be available beginning on **Friday, April 21, 2017** unless otherwise permitted.

- B. To assist in on-site logistics, NACDS has appointed Freeman as the official General Service Contractor. Freeman will provide logistical and handling services including dollies, pallet jacks, forklifts, crate storage and transportation. Handling and storage fees will be assessed based on the weight of the shipment(s) received and Freeman will bill the responsible Member Company accordingly. The Freeman Service Kit will be made available on the Annual Meeting website at [annual.nacds.org](http://annual.nacds.org).
- C. "Daily" Indoor Meeting Space holders are NOT permitted to set up product displays and/or equipment.

## 8. Shipping

NACDS is **NOT** responsible for the tracking or delivery of materials and assumes no liability or responsibility in the proper handling of shipments. Materials shipped in advance of the conference must be sent as follows:

- Small Packages (Indoor and Outdoor Meeting Spaces): Defined as boxes or similarly-sized items that may be hand carried by one person without the use of a dolly, hand truck, or similar device. Small packages may be sent directly to the hotel, where the responsible Member Company individual will collect and deliver to their meeting space. Packages must be clearly labeled with the conference name, the participating company's name, the name of the individual who will retrieve the materials and the meeting space number.

**NOTE: The Phoenician will not accept any "small packages" prior to Monday, April 17, 2017.**

- Larger Shipments (Indoor Meeting Space Only): Includes all crated, skidded, pad-wrapped, and uncrated shipments. **Large shipments must be shipped to Freeman's attention and the responsible Member Company will be charged material handling fees at the published rates. (See also Regulation No. 7B).** Freeman staff will deliver large shipments to the assigned meeting space. All large shipment crates must be unpacked by 5:00 p.m. each day and all empty crates will be removed from the hotel premises thereafter.

**NOTE: No "large shipments" will be delivered by Freeman to The Phoenician prior to Friday, April 21, 2017.**

## 9. Protection of the Facility

Nothing shall be posted, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the hotel without permission of NACDS and the proper building authority.

## 10. Security

NACDS does not assume responsibility for any theft. NACDS strongly suggests that all items of value be secured and insured.

## 11. Default Occupancy

Any company failing to occupy contracted space is not relieved of the obligation to pay for such space at the full purchase price.

**12. Conference Set-up Personnel**

- Must be fully registered for the conference unless otherwise approved by NACDS.
- Must wear an NACDS provided Name Badge and may not share badges.
- Must maintain their appearance and conduct themselves in accordance with the high standards of the meeting.

**13. Conflicting Meeting and Social Events**

**In the interest of the success of the entire convention, attendees agree not to extend invitations, call meetings, or otherwise encourage absence of members or other attendees from the hotel during official NACDS activities, events and programming.**

**14. Cancellation or Relocation of Conference**

In the event of cancellation or relocation of any conference, due to circumstances within NACDS' direct control, the liability of NACDS shall be limited to a refund of fees paid to NACDS. In the event NACDS has no control over the cancellation or relocation of any conference or convention, NACDS shall have no liability of any kind.

**15. Cancellations & Substitutions**

• Meeting Space Cancellation: Should a Member Company be unable to occupy and use the contracted space, they should notify NACDS in writing on or before **March 3, 2017**. All meeting space fees paid, less a 25% fee per space for administrative cost, will be refunded if NACDS receives written notification of cancellation by **March 3, 2017**. No refund of any fees will be made if notice of cancellation is not received or if notice of cancellation is received after **March 3, 2017**.

• Individual Cancellation: Cancellation of individual attendees must be made separately and in writing on or before **March 3, 2017**. All individual registration fees paid by the attendee, less a 25% fee for administrative cost, will be refunded if NACDS receives written notification of cancellation by **March 3, 2017**. No refund of any fees will be made if notice of cancellation is not received or if notice of cancellation is received after **March 3, 2017**. An individual cancellation form is provided on the NACDS Annual Meeting website.

• Individual Substitutions: **April 14, 2017** is the final date that the Substitution form must be received by NACDS to substitute one company representative for another company representative (from the same company) without penalty. An individual substitution form is provided on the NACDS Annual Meeting website.

**16. NACDS' Right to Remove the Company's Property**

NACDS reserves the right to remove from the conference or hotel any or all property of a company, should the conference be canceled or relocated or should the company violate any of the conditions of this agreement. This right may be exercised without prior notice and without hearing.

## **17. Violations of the Conditions**

Any of the following actions by an attendee shall constitute violation of the conditions of this agreement:

- Failure to follow the procedures prescribed in these Rules & Regulations.
- Failure to remove company's property from the hotel upon cancellation or relocation of the conference or convention.

## **18. Liability**

- NACDS undertakes no duty to exercise care, nor does it assume any responsibility for the protection and safety of the Member Company, his officials, agents or employees; or for the protection of the property of the Member Company or his representatives, or of property used in connection with the conference, from theft or damage or destruction by fire, accident, or other cause. Small and easily portable articles shall be properly secured or removed after strategic exchange appointment hours and placed in safekeeping by the Member Company. Any protection exercised by NACDS shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Member Company.

- The Member Company agrees to indemnify and hold NACDS and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the Member Company or any of its representatives or from the property or materials of the Member Company.

- NACDS shall not be liable for any failure to deliver space to a Member Company or from the loss of allotted space of a Member Company, who has contracted for meeting space under the terms of this agreement, if non-delivery is due to any of the following causes: destruction of or damage to the building or the meeting area by fire or act of God; acts of a public enemy; strikes; the authority of the law; or any cause beyond its control. NACDS will, however, in the event it is not able to hold a conference for any of the above-named causes, reimburse Member Company's pro-rata on any rental fee paid, less any and all legitimate expenses incurred by NACDS for advertising, administration, and similar and related cost.

## **19. Remedies**

In the event the Member Company violates any of the conditions of this agreement, NACDS reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law:

- NACDS may order the Member Company to remove his materials and personnel, or have them removed at the Member Company's expense. In these circumstances, no part of the Member Company's fees will be returned.

- NACDS may refuse thereafter to enter into any agreement with the same or related Signatory/Member Company to lease space at future conferences or conventions sponsored by NACDS.