

NPE2024 Exhibit Space & Sponsorship Assignment Guidelines

- The Show:** NPE2024: The Plastics Show: www.npe.org
May 6–10, 2024; Orange County Convention Center, Orlando, FL USA
- Produced by:** Plastics Industry Association (PLASTICS): www.plasticsindustry.org
1425 K Street, N.W., Suite 500, Washington, DC 20005-3686 USA
- NPE2024 Space Draw:** February 27 – March 3, 2023; Orange County Convention Center, Orlando, FL, USA
PLASTICS Member 30 through Member 0; Non-Member 30 through Non-Member 0

Important Dates for NPE2024 – Mark Your Calendars:

- August 15, 2022** ▶ Space Draw Application/Contract Available – PLASTICS will accept NPE2024 Space Draw Applications/Contracts beginning on this date
- September 26, 2022** ▶ Space Draw Registration Opens
- October 14, 2022** ▶ Deadline to Challenge NPE Show History Designation for the Space Draw Lottery
- October 28, 2022** ▶ Deadline to Join PLASTICS with dues paid in full for Member Category Eligibility in Space Draw Lottery
- December 2, 2022** ▶ NPE2024 Exhibit Space Application & Deposit Deadline for Inclusion in the Lottery
▶ Deadline to Request Division Participation in Higher NPE Show History Category
- December 7, 2022** ▶ Space Draw Lottery for Applications/Contracts received with deposits by 12/2/2022
▶ Space Draw Lottery Results will be posted within five business days on www.npe.org
- December 3, 2022 – March 3, 2023** ▶ Space Draw Application/Contract Post-Lottery
(company applications/contracts with deposits received after the 12/2/2022 lottery deadline will be placed in the next open position of their category based on the order received following the eligible companies that participated in the lottery)
- February 27 – March 3, 2023** ▶ NPE2024 Space Draw: Orange County Convention Center, Orlando, FL USA
- March 4–12, 2023** ▶ Floor Plan Locked (Audit of the Floor Plan Exhibit Space Assignments Conducted)
- March 13–17, 2023** ▶ Booth Changes for NPE2024 Space Draw Companies Requesting Relocation
- March 17, 2023** ▶ First Right of Refusal Sponsorship Renewal Deadline
- March 20, 2023** ▶ Floor Plan Opens for Post-Draw Space Assignments & Booth Sales
- May 6–10, 2024** ▶ NPE2024: The Plastics Show; Orange County Convention Center, Orlando, FL USA

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I. NPE® Show History Designation Policies

A. Background

- 1) Since 1946, the NPE Space Draw has represented the initial assignment of exhibit space.
- 2) The NPE2006 Committee adopted the NPE Show History Designation Policy on November 4, 2003.
- 3) This Policy was created based on procedures followed since the inception of the NPE assignment of exhibit space and transfer of an NPE Show History Designation, hereafter referred to as *Show History Designation*.
- 4) PLASTICS reserves the right to amend the NPE Show History Designation Policy as needed to ensure the continued consistent handling and integrity of future NPE exhibit space assignments.

B. NPE® Show History Designation

- 1) PLASTICS designates the exhibiting company as the official corporate company, hereafter referred to as *Company*, of the Show History Designation.
- 2) A Company can only receive one point for each NPE show in which they fulfill all contractual obligations with the Company earning one point for that show towards the Company's Show History Designation.
- 3) Show History Designations cannot be split between companies and/or partially sold.
- 4) A Company that does not exhibit at the show (referred to as a no-show) and/or that fails to fulfill all contractual obligations to PLASTICS for NPE will not earn a point for that NPE towards their Show History Designation.
- 5) A Company with an outstanding balance due per their NPE contractual obligation will not be permitted to exhibit in future NPE shows until any balance owed and due to PLASTICS is paid in full.
- 6) PLASTICS reserves the right to revoke a Company's Show History Designation should the Company fail to fulfill all NPE contractual obligations.
- 7) Multiple company divisions, deemed by PLASTICS to be eligible for the selection of exhibit space under the umbrella of the Company with a higher Show History Designation, may elect to:
 - a) Select one exhibit space and exhibit under the same NPE application/contract. In this case, only the company contracted for NPE is eligible to earn one point towards their Show History Designation, or,
 - b) Select individual exhibit space and exhibit under separate NPE applications/contracts. In this case, each Company is eligible to earn one point towards their Show History Designation.
- 8) Company divisions will be eligible to earn one point towards their Show History Designation upon approval by PLASTICS, if the primary exhibiting Company applies for and pays appropriate fees for the company division affiliate listing.
- 9) PLASTICS will provide notification of a Company's Show History Designation prior to opening exhibit space sales for each NPE show if said Company contracted to exhibit in at least one of the three previous NPE shows and/or upon request. If the Company deems the Show History Designation is incorrect, the Company may challenge the Show History Designation as noted in Section I.C.
- 10) The NPE Space Draw exhibit space assignments are conducted by PLASTICS via a lottery drawing for each Show History Designation category based on NPE applications/contracts and required deposits received from eligible companies by the designated deadlines. PLASTICS members select exhibit space prior to non-members descending from members with the highest Show History Designation to the lowest, followed by non-members with the highest Show History Designation to the lowest.

C. Challenging an NPE® Show History Designation

- 1) A Company may challenge their Show History Designation if the Company deems it did not receive a point for an NPE show in which they contracted for and fulfilled all contractual obligations.
- 2) To challenge a Show History Designation, the Company must notify PLASTICS of their Show History Designation challenge and provide the NPE show(s) for which a point was not assigned along with documentation of the Company's participation in the NPE show(s) for which the Company did not receive a point. PLASTICS will research records related to the Company and/or historical documentation on record for the NPE show(s) being challenged by the Company. If the Company and/or PLASTICS can produce documentation supporting the Company's Show History Designation challenge, the Company's Show History Designation challenge will be presented to the NPE Executive Committee for consideration of approval. The Company will be notified of their Show History Designation challenge status within 45 days following submission of the challenge.
- 3) Should a Company change their company name, the Show History Designation will transfer to the new company name upon the approval of PLASTICS provided the Company notifies PLASTICS of the Company name change and provides documentary evidence (i.e., media coverage, advertisements, press releases, etc.) to PLASTICS.
- 4) PLASTICS serves as the final arbiter on all Show History Designation challenges.

D. Acquisitions & Mergers: Transfer of NPE® Show History Designation

- 1) The Show History Designation is connected to the Company's plastics-related business and cannot be sold or transferred independent of other plastics-related assets.
- 2) If a company holding a Show History Designation acquires a company holding a Show History Designation:
 - a) The companies may elect to jointly participate in the NPE2024 Space Draw in the higher Show History Designation category with each company retaining its original Show History Designation; or,
 - b) The acquired company may transfer its Show History Designation to the acquiring company. In this case, the acquiring company will be eligible to receive one additional show history point from the acquired company's NPE shows which have not already been awarded to the acquiring company. The acquired company's Show History Designation would then be eradicated.
- 3) When an acquisition/merger occurs, the purchasing Company may request that the acquired company's Show History Designation be transferred to the Company. The Company must provide documentation to PLASTICS consisting of written authorization from an Executive-Level representative of the acquired company along with documentary evidence (i.e., media coverage, advertisements, press releases, etc.) that a majority of the acquired company's plastics-related business was procured in the acquisition/merger.
- 4) Acquisition/merger transfer requests will be presented to the NPE Executive Committee for consideration of approval.
- 5) An acquisition/merger transfer which is disputed by the acquired company remains with the acquired company until documentary evidence supporting the Company's acquisition/merger transfer request is provided to PLASTICS, with PLASTICS serving as the final arbiter on all Show History Designation acquisition/merger transfers.

E. Divestitures: Transfer of NPE® Show History Designation

- 1) If a Company sells a part but not all of its plastics-related assets, the Show History Designation remains with the original Company on record.
- 2) If the Company's plastics-related assets were in the form of separate divisions and/or companies within a corporate structure, each division/company will be issued a Show History Designation commensurate with the number of shows that the division/company earned prior to the sale unless the Show History Designation was previously transferred or eradicated.
- 3) Divestiture transfer requests will be presented to the NPE Executive Committee for consideration of approval. If the divestiture transfer request is approved, each Company will receive a point for NPE shows as approved by the NPE Executive Committee.
- 4) PLASTICS serves as the final arbiter on all Show History Designation divestiture transfers.

F. Bankruptcy: Transfer of NPE® Show History Designation

- 1) If a Company declares bankruptcy and is liquidated, the Show History Designation is eradicated unless:
 - a) The plastics-related assets of the bankrupt estate are purchased substantially intact with the intent to continue the business under new ownership and management; and
 - b) The purchaser contacts PLASTICS and requests permission to assume the Show History Designation of the bankrupt company as its successor in interest.
- 2) A Show History Designation transfer for acquisition of a bankrupt company must be approved by the NPE Executive Committee based on its determination that the purchaser is operating a substantial portion of the plastics-related business of the bankrupt company acquired.
- 3) PLASTICS serves as the final arbiter on all Show History Designation bankruptcy transfers.

G. NPE® Show History Designation Challenge and Transfer Deadlines for the NPE2024 Space Draw

- 1) A Company must contact PLASTICS by **October 14, 2022**, to challenge their Show History Designation for approval prior to the NPE2024 Space Draw Lottery. If a Show History Designation challenge is not raised by the **October 14, 2022**, deadline, the Company forfeits any challenge claim for eligibility in the NPE2024 Space Draw Lottery category challenged. PLASTICS reserves the right to resolve any Show History Designation challenges raised after the **October 14, 2022**, deadline following the completion of space assignments made during the NPE2024 Space Draw.
- 2) If the Show History Designation challenge is approved by **December 2, 2022**, the Company will be eligible for the NPE2024 Space Draw Lottery in the Show History Designation category awarded. If the challenge is approved after **December 2, 2022**, the Company will be assigned to the next open position available in the Show History Designation category awarded for selecting space during the NPE2024 Space Draw.

II. NPE2024 Space Assignment Policies

A. Phase I: NPE2024 Space Draw Booth Assignments

- 1) Space selections and booth assignments for all companies will be made during the in-person NPE2024 Space Draw scheduled for **February 27 through March 3, 2023**, at the Orange County Convention Center in Orlando, Florida.
- 2) PLASTICS member companies select space prior to non-member companies starting with member companies with the highest Show History Designation to the lowest Show History Designation (Member 30 category descending through the Member 0 category), followed by non-member companies with the highest Show History Designation to the lowest Show History Designation (Non-Member 30 category descending through the Non-Member 0 category).
- 3) A Lottery will be held on **December 7, 2022**, to determine the order for booth selections within each category. NPE2024 exhibit space applications/contracts and 20% deposit must be received by **December 2, 2022** for inclusion in the Lottery – a company's membership in PLASTICS must be current and paid for 2022 in order for the company to be eligible for the Lottery's Member category. The Lottery results for the NPE2024 Space Draw event's selection order will be posted on www.npe.org within five business days of the Lottery.
- 4) If a company representative is not available to attend the NPE2024 Space Draw, options are available for the selection and assignment of your Company's booth/exhibit space:
 - a) The Company may authorize a non-company representative to select its booth/exhibit space during the Company's assigned position. Company must complete and submit the NPE2024 Space Draw Non-Company Representative Authorization form for approval by Show Management. Contact spacedraw@npe.org to request the form.
 - b) The Company may utilize Show Management's NPE2024 Space Draw Concierge Services to select its booth/exhibit space during the Company's assigned position. A PLASTICS/NPE representative will assist your designated company representative with your Company's virtual booth selection to include an advance consultative meeting on the NPE2024 floor plan, show service areas, and the OCCC campus, and personal contact during the NPE2024 Space Draw event for selection of the Company's booth. The Early Bird fee for this service is \$1,000.00 per booth selection if received by **December 2, 2022**. After **December 2, 2022**, the Standard Fee is \$1,500.00 and is subject to availability. Contact spacedraw@npe.org to request more information and the NPE2024 Space Draw Concierge Services Agreement.
 - c) If a company representative is not present at the NPE2024 Space Draw, Show Management will select the Company's booth/exhibit space during the Company's assigned position based on information provided on the Company's NPE2024 exhibit space application and contract. No action is needed by Company for Show Management assignment of the Company's booth/exhibit space.
- 5) A company with an outstanding balance due for an NPE show will not be eligible to participate in the Lottery and/or the NPE2024 Space Draw booth assignments until the balance is paid to PLASTICS in full.
- 6) A company's PLASTICS membership must be current and paid for 2023 in order for the company to select their booth/space in the Member category during the NPE2024 Space Draw.
- 7) If multiple company divisions will select space during an affiliated company division's higher Show History Designation in the PLASTICS Member category, all divisions must be included in and/or associated with a parent company's PLASTICS membership, and the Company holding the highest Show History Designation must submit a written request by **December 2, 2022**, that includes its application/contract, along with an application/contract for each division participating for approval by Show Management.
- 8) If multiple company divisions will select space during an affiliated company division's higher Show History Designation in the Non-Member category, the Company holding the highest Show History Designation must submit a written request by **December 2, 2022**, that includes its application/contract, along with an application/contract for each division participating for approval by Show Management.
- 9) Companies submitting their application/contract and 20% deposit after **December 2, 2022**, will be placed at the end of their appropriate category in the order their application/contract was received by PLASTICS, following the eligible companies participating in the Lottery and will be added to the space selection order posted on www.npe.org.
- 10) If a company submits its application/contract and 20% deposit after its designated category's assigned date/time for the NPE2024 Space Draw, the company will be assigned a space selection position in the next "Booth Change" time slot and will select during this time based on its Show History Designation and the order in which its application/contract was received by PLASTICS.
- 11) During the NPE2024 Space Draw, a company representative will be allotted five minutes to select space when called to the stage for their space selection.

- 12) If a space selection is not made within the five-minute time limit, the representative will be permitted to continue to review options until a selection is made while the next company representative is called to the stage for their space selection.
- 13) A short break will be held following the completion of each category. During this time, companies that have been assigned space have the opportunity to relocate their booth based on space available.
- 14) Should a company representative not be in attendance at the NPE2024 Space Draw, Show Management will select space for the company during its assigned time, based on information provided on its NPE2024 exhibit space application/contract.
- 15) NO BOOTH SPACE will be divided and/or split during the NPE2024 Space Draw.
- 16) Companies will be permitted to select spaces in combination and to purchase aisles between spaces not designated as “no cross-aisles” to form larger blocks of space, upon Show Management approval.
- 17) If selecting multiple spaces with aisle space separating two or more booths with a plan to install archways or entrance units over said aisles, the company must purchase the aisles.
- 18) Spaces selected in combination with aisle space must form square or rectangular blocks of space – no space will be assigned to an L-shaped booth configuration.
- 19) Pavilion organizers will select space in their Show History Designation category and must select connected and/or adjacent blocks of space. Pavilion organizers must provide their space layout, booth design and a complete list of their pavilion exhibitors to Show Management by **January 26, 2024**.
- 20) Once a company has selected and/or been assigned space, the company is committed financially to the square footage of the space selected and/or assigned.
- 21) If a company is interested in relocating or changing its booth selection following its space assignment, the company must submit an NPE2024 Booth Change Request Form available from Show Management. These appointments will be scheduled during the times allotted following the completion of each category and posted on the NPE2024 Space Draw schedule. If the change involves a reduction of the square footage, the company is required to relocate its booth to space available at the time of the booth change and will remain financially committed to the square footage assigned at the time of its initial space selection.
- 22) Show Management reserves the right to relocate a member company’s space should its PLASTICS membership be terminated or suspended for non-payment of membership dues, and company agrees the non-member exhibit space rate will be applied to its exhibit space fees should its PLASTICS membership be resigned, terminated, and/or suspended for non-payment of dues.
- 23) If payments are not received by PLASTICS per the Payment Terms listed in Section II.D., PLASTICS reserves the right to cancel the company’s exhibit space, and company remains liable for full payment of its forfeited/ contracted space.

B. Phase II: NPE2024 Post Space Draw Booth Assignments

- 1) Following completion of the NPE2024 Space Draw booth assignments, the NPE2024 floor plan will be locked until **March 12, 2023**, to allow Show Management to conduct an audit of space assignments made during the NPE2024 Space Draw.
- 2) **March 13 through March 17, 2023** is the booth relocation/change period for companies that participated in the NPE2024 Space Draw and submitted a Booth Change Request Form.
- 3) The NPE2024 floor plan will open on **March 20, 2023**, for space assignments to companies submitting an application/contract following the Space Draw, based on the order the applications/contracts were received by PLASTICS, followed by assignment of space to new space applications and sales.
- 4) A company with an outstanding balance due for a previous NPE show will not be eligible for space assignment until the outstanding balance is paid in full to PLASTICS.
- 5) Once a company has selected and/or been assigned space, the company is committed financially to the square footage of the space selected and/or assigned. The company may change/move its booth by submitting a Booth Change Request Form. If the change involves a reduction of the square footage, the company will remain financially committed to the square footage assigned at the time of its initial space selection/assignment.
- 6) If a member company’s PLASTICS membership is resigned, terminated and/or suspended for non-payment of 2023 and/or 2024 dues, company agrees the non-member exhibit space rate will be applied to its exhibit space fees.
- 7) If payments are not received by PLASTICS per the Payment Terms listed in Section II.D., PLASTICS reserves the right to cancel the company’s exhibit space, and company remains liable for full payment of its forfeited/contracted space.

C. NPE2024 Exhibit Space Rates

- 1) The exhibit space rates for NPE2024 are:

PLASTICS Full/Associate Member Discount Space Rates

Up to 400 sq. ft. = \$28.50 per sq. ft.

401 – 1,000 sq. ft. = \$27.50 per sq. ft.

1,001 – 4,000 sq. ft. = \$26.50 per sq. ft.

4,001 or more sq. ft. = \$25.00 per sq. ft.

PLASTICS Service Providers Member Discount Space Rate = \$36.75 per sq. ft.

Non-Member Space Rate = \$47.25 per sq. ft.

D. NPE2024 Exhibit Space Payment Terms

- 1) NPE2024 Space Draw exhibit space payment terms:
- February 24, 2023:** 20% payment due on total space fees, less NPE2021 non-refundable credit if applicable, for eligibility to select exhibit space during the NPE2024 Space Draw. For eligibility in the NPE2024 Space Draw Lottery scheduled for **December 7, 2022**, the application and 20% deposit must be received by **December 2, 2022**. NPE2021 credits applied are non-refundable; NPE2024 deposit payments are non-refundable after **February 24, 2023**, 5:00 p.m. ET.
 - March 31, 2023:** 50% non-refundable payment due on total exhibit space fees, less payments/credits already paid/applied.
 - October 31, 2023:** Non-refundable payment of 100% full balance due.
- 2) NPE2024 exhibit space payment terms for applications received **March 3, 2023, through September 30, 2023:**
- Due with Application:** 50% deposit due on total space fees, less NPE2021 non-refundable credit if applicable. NPE2021 credits applied are non-refundable; NPE2024 payments made on 20% of total exhibit space fees are non-refundable once booth is assigned, and NPE2024 payments made on 50% of total exhibit space fees are non-refundable after **March 31, 2023**.
 - October 31, 2023:** Non-refundable payment of 100% full balance due.
- 3) NPE2024 exhibit space payment terms for applications received after **September 30, 2023:**
- Due with Application:** 100% non-refundable payment due on total space fees, less NPE2021 non-refundable credit if applicable. NPE2021 credits applied are non-refundable; NPE2024 payments made are non-refundable once booth is assigned.

E. Default in Payment

- Any company failing to pay exhibit space fees called for in the NPE2024 Exhibit Space Application & Contract on or before the due date(s) for such payment(s) shall be deemed to be in default and shall be deemed to have cancelled its participation.
- In such event, and without further notice to company, Show Management shall have the right to use the space assigned to the Company to suit its own convenience, including assigning all or a portion of such space to another company.
- Show Management assumes no responsibility for inclusion of the cancelled company or descriptions of its products on www.npe.org, in the show directory, brochures, news releases, or other materials.
- The company remains liable for any and all balance payments due on the defaulted/cancelled space contracted/assigned.

F. Cancellation of Company Participation & Space Changes

- 1) Both PLASTICS and Company acknowledge that in the event of Company's cancellation of participation, PLASTICS will sustain substantial monetary losses that cannot precisely be determined. If Company cancels its participation in the NPE2024 Space Draw by Friday, **February 24, 2023**, at 5:00 PM Eastern Time, NPE2024 deposits paid are refundable, NPE2021 credits applied are non-refundable. Due to the difficulty of determining and detailing said losses for cancellation after the **February 24, 2023**, deadline, Company agrees to pay exhibit space fees in accordance with the following schedule if Company cancels participation in the show and/or fails to occupy the exhibit space contracted/assigned:
- If Company cancels its participation **February 25, 2023, through March 31, 2023**, Company shall be obligated to pay 20% of its total exhibit space fees; NPE2021 credits applied are non-refundable.
 - If Company cancels its participation **April 1, 2023, through June 30, 2023**, Company shall be obligated to pay 50% of its total exhibit space fees; NPE2021 credits applied are non-refundable.
 - If Company cancels its participation **July 1, 2023, through May 11, 2024**, Company shall be obligated to pay the entirety of its total exhibit space fees; NPE2021 credits applied are non-refundable.

- 2) Notwithstanding anything herein to the contrary, in the event Company cancels its exhibit participation in the show and subsequently purchases exhibit space through a PLASTICS authorized agent, such Company will remain liable to PLASTICS for all deposits and payments due for contracted exhibit space assigned to the Company's PLASTICS/NPE2024 Contract, in addition to any deposits and payments Company is contracted for to the PLASTICS' authorized agent.
- 3) To be effective, all Company cancellations of participation in the show must be received by Show Management in writing (return receipt requested). The date of cancellation shall be the date Show Management received the written cancellation. All cancellation fee(s) are payable immediately upon cancellation. The cancellation fee terms shall apply regardless of the execution date of this Contract. In such event, and without further notice to Company, Show Management shall have the right to use the space cancelled/defaulted by the Company to suit its own convenience, including assigning all or a portion of such space to another company. Show Management assumes no responsibility for inclusion of the cancelled/defaulted Company or descriptions of its products on www.npe.org, in the show directory, brochures, news releases, or other materials. Company remains liable for any and all balance payments due on the cancelled/defaulted space contracted/assigned.
- 4) Company has the option to change its assigned exhibit space by submitting a request for booth changes to Show Management and is required to relocate its space based on inventory available at the time the space is being changed. If Company is reducing its contracted/assigned exhibit space, the Company remains financially obligated for the amount set forth for the originally contracted/assigned space. If Company is increasing its contracted/assigned exhibit space, Company becomes financially obligated and contracted for the amount set forth for the reassigned exhibit space. If payments are not received by date(s) due, Show Management reserves the right to relocate the space contracted/assigned to the Company, and the Company remains financially obligated for the originally contracted/assigned space.
- 5) Any company with an outstanding financial obligation to PLASTICS will not be eligible to exhibit at an NPE show until all past financial obligations are paid in full to PLASTICS.

G. Cancellation of Show

- 1) If the show is cancelled by Show Management in whole, as the result of riot, strike, civil disorder, act of war, act of nature, epidemic, pandemic, increased risk of harm or death from infectious disease, acts of terrorism, or any reason of any kind whatsoever not within Show Management's control, Company shall receive a return of, or relief from paying, 25% of its total exhibit space fees, and shall be obligated to pay 75% of its total exhibit space fees. The Company's NPE2021 credit would be applied as a payment towards the Company's 75% obligation.
- 2) The parties understand that Company shall still owe 75% of its total exhibit space fees in this instance because space fees are paid in exchange for the services and costs associated with planning the show and with running the association in addition to the physical space itself.
- 3) Therefore, if the show is cancelled under this clause, the parties understand that the non-refundable portion of its total exhibit space fees represent consideration for efforts and services already rendered.
- 4) In all cases, NPE2021 credits applied are non-refundable.
- 5) The term cancellation shall not include any change to the show for any cause identified above that results in a change to show dates, a reduction in the number of show dates, and/or a change in venue from Orlando to any other location.

H. Exhibit Space Subleasing

- 1) A company may not sublet its space, nor any part thereof, nor exhibit, offer for sale, give as premium, or advertise articles not manufactured or sold in its Company's name, except where such articles are required for proper demonstration or operation of Company's display, in which case identification shall be limited to the nameplate, imprint, or other identification which in standard practice appears normally on them.
- 2) A company may not permit non-exhibiting company representatives to occupy or sell non-exhibiting company services or products in its booth.
- 3) Rulings of Show Management shall, in all instances, be final with regard to use of exhibit space.

I. Booth Change Requests

- 1) Exhibitors have the option to request to relocate their exhibit space by submitting a Booth Change Request to Show Management.
- 2) Relocation of exhibit space shall be accommodated based on availability as determined by Show Management.
- 3) Once exhibit space is selected and/or assigned, a company interested in relocating its space may submit a request to Show Management detailing the maximum and minimum square footage requirements and location preference(s).

- 4) Available space fulfilling requests of Exhibitors on the booth change list will be offered to those Exhibitors on the booth change list based on their Show History Designation status (Members with highest Show History Designation to lowest prior to Non-Members with highest Show History Designation to lowest).
- 5) If the space is not taken after being offered to Exhibitors on the booth change list, the space will be assigned to new exhibitors on a first-come, first-served basis.
- 6) Exhibitors that relocate to larger space will be financially obligated for the total space fees applicable to the new total square footage.
- 7) Exhibitors that relocate to reduced space are required to relocate their space based on inventory available at the time the space is being reduced and shall remain financially obligated for the full payment of the originally contracted/assigned space.

III. NPE2024 Sponsorship Assignment Policies

A. NPE2024 Sponsorship Sales – Right of First Refusal

- 1) Sponsorships contracted by exhibitors for NPE2021 and NPE2018 respectively will be held for those companies on a *Right of First Refusal* basis for NPE2024 through **March 17, 2023**.
- 2) The NPE2024 Sponsorship *Right of First Refusal* payment terms are as follows:
 - a) **March 17, 2023**: Deposit due for 50% of total sponsorship fee
 - b) **June 30, 2023**: Balance payment due
- 3) The company must submit an NPE2024 exhibit space application and appropriate space deposit payment prior to **December 2, 2022**, to be eligible for its *Right of First Refusal* sponsorship opportunity.
- 4) The *Right of First Refusal* sponsorship opportunities will be classified as *Pending* until the signed Sponsorship Contract and 50% deposit are received by PLASTICS.
- 5) If the signed Sponsorship Contract and 50% deposit are not received by **March 17, 2023**, the *Right of First Refusal* sponsorship will be released and placed into available sponsorship inventory.

B. NPE2024 Sponsorship Sales at NPE2024 Space Draw

- 1) NPE2024 sponsorship opportunities will be available to companies on a first-come, first-served basis in the order of their space selection designation during the NPE2024 Space Draw.
- 2) The Company must sign a Sponsorship Contract at the NPE2024 Space Draw to hold a sponsorship with a 50% deposit due on **March 17, 2023**, to secure the sponsorship opportunity. Payment of the sponsorship balance is due on **June 30, 2023**. If the 50% deposit is not received by **March 17, 2023**, the sponsorship opportunity may be made available to other exhibiting companies at the discretion of Show Management.
- 3) Companies interested in a sponsorship which is pending *Right of First Refusal*, or which has been placed on hold by another company during the NPE2024 Space Draw, may place their company on a wait list for the sponsorship during their space selection designation. Should the sponsorship become available, the sponsorship will be offered to companies in the order of the sponsorship's wait list until the sponsorship is secured.
- 4) NPE2024 sponsorship inventory which is not pending and/or on hold will be available to all NPE2024 exhibiting companies on a first-come, first-served basis following the NPE2024 Space Draw.

C. NPE2024 Sponsorship Cancellation

- 1) Company agrees to pay the full amount due in the event company cancels its sponsorship.
- 2) As only contracted NPE2024 exhibitors are permitted to participate in sponsorship opportunities, a company cancelling its exhibit space participation in the show agrees that all NPE2024 sponsorship opportunities secured by the company will also be cancelled. Due to the difficulty of determining and detailing said losses, PLASTICS will retain sponsorship payments received as liquidated damages (and not a penalty) if a company cancels its participation in the show and/or fails to occupy the exhibit space contracted/assigned.
- 3) All payments made by company to PLASTICS are non-refundable and the full balance payment for the sponsorship contracted/assigned is required and is immediately due and owing to PLASTICS.
- 4) PLASTICS reserves the right to cancel any order and/or terminate the Sponsorship Contract in the event of a default by Sponsor, in which event all amounts payable under the Sponsorship Contract shall become immediately due and payable by the company to PLASTICS. A default occurs when a company fails to pay any amounts when due, becomes insolvent, makes an assignment for the benefits of creditors, is adjudged bankrupt, files a petition seeking relief as a debtor under the federal bankruptcy act or if a petition is filed against Sponsor for reorganization, or Company breaches any term or condition of the Sponsorship Contract.
- 5) Company understands and agrees that PLASTICS reserves the right to reject and/or cancel any sponsorship order for any reason at any time.

IV. Plastics Industry Association (PLASTICS) Member Benefits & Membership Status Policies

A. PLASTICS Member Benefits

- 1) PLASTICS Members are entitled to NPE benefits including a discount on exhibit space rates and selection of exhibit space prior to non-member companies during the NPE2024 Space Draw.
- 2) Exhibit space is assigned in order of PLASTICS members with the highest Show History Designation to PLASTICS members with the lowest Show History Designation, followed by non-members with the highest Show History Designation to non-members with the lowest Show History Designation.
- 3) To be eligible for NPE benefits, PLASTICS members must maintain **continuous membership show to show in good standing for each show in which Company receives NPE member benefits**. In addition, Company agrees that all membership dues for 2022, 2023, and 2024 will be paid in full and in a timely manner by the membership payment due date(s) for eligibility to receive NPE member benefits for NPE2024.
- 4) If a company resigns membership or has membership suspended at any point between NPE shows for which the Company received NPE benefits, the company is only eligible for NPE benefits if its membership is reinstated, and all past dues are paid.

B. PLASTICS Continuous Membership

- 1) PLASTICS members must maintain continuous membership in good standing through 2024, and all dues must be paid in full for 2022, 2023, and 2024 by payment due date for company to be eligible for NPE member benefits.
- 2) Members who resign their membership or allow their membership to be suspended for non-payment of membership dues will forfeit all NPE member benefits; the former member would retain their Show History Designation in the non-member category.
- 3) PLASTICS membership renewal forms are released annually by November 15 and membership dues are to be paid in full by January 1 of the following year. Any company that fails to submit their dues payment by January 1 will be considered as *pending membership suspension* and will no longer be considered a member in good standing.
- 4) The company will be notified of its pending membership suspension status and will be assessed exhibit space at the non-member rate, and Show Management reserves the right to relocate a company's space that was assigned in a member category during the NPE2024 Space Draw.

C. Former PLASTICS Members

- 1) PLASTICS membership must be reinstated, and past dues received by **October 28, 2022**, to participate in the Member categories for the NPE2024 Space Draw Lottery and membership must be maintained and paid for 2022, 2023, and 2024 to retain NPE2024 member benefits.
- 2) PLASTICS membership must be reinstated, and past dues paid for 2022 and 2023 to participate in the Member categories during the NPE2024 Space Draw and membership must be maintained and paid for 2024 to retain NPE2024 member benefits.

D. New PLASTICS Members

- 1) New members must join PLASTICS by **October 28, 2022**, with dues paid in full to participate in the Member categories for the NPE2024 Space Draw Lottery and membership must be maintained and paid for 2022, 2023, and 2024 to retain NPE2024 member benefits.
- 2) After the NPE2024 Space Draw, a non-member company that is not currently assigned space for NPE2024, may join PLASTICS to receive the member discount space rate, provided they join retroactively to cover three consecutive membership year cycles (2022, 2023, and 2024).

E. PLASTICS Membership Resignation, Suspension, and/or Termination

- 1) Show Management reserves the right to relocate a Company's space selected in a Member category at the NPE2024 Space Draw should their PLASTICS membership be resigned, terminated, or suspended for non-payment of 2022, 2023 and/or 2024 dues.
- 2) Company agrees that the non-member exhibit space rate will be applied to its exhibit space fees should their PLASTICS membership be resigned, terminated, or suspended for non-payment of dues.

For membership information, please contact PLASTICS Membership Department:

Phone: +1.202.974.5212

Email: membership@plasticsindustry.org.

NPE2024 | May 6-10, 2024

The Plastics Show | Orlando, Florida

FOR MORE INFORMATION, PLEASE CONTACT: spacedraw@npe.org

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