



# EXHIBIT SPACE RULES & REGULATIONS

## 1. SPACE RENTAL CHARGES

The exhibit space rental for each 3m x 3m (approx 10' x 10') booth, or multiple thereof, is \$4,215 USD for members of ACI/ACI-NA and \$6,175 USD for non-members, until Monday, April 7, 2008. After that date, the prices increase to \$4,550 USD for members of ACI/ACI-NA and \$6,670 for non-members. There is an additional charge of \$150 per booth for corner booths as noted on the floorplan. A 15% discount (- \$635 per booth) is available for ACI/ACI-NA members purchasing four or more 3m x 3m booths.

## 2. PAYMENT

Applications will not be processed without the required payment and a duly authorized signed acknowledgment of the Application & Contract for Exhibit Space. Prior to June 29, 2008, all applications must be accompanied by at least 50% payment of the total space rental charges. Applications received after June 29, 2008, must be accompanied by full payment. Final payment on all space rental charges is due by July 31, 2008. If full payment is not received by July 31, 2008, the exhibiting company will not be permitted to set up its booth.

## 3. CANCELLATION OF EXHIBIT SPACE

Exhibit space may be cancelled up to ninety-one (91) days prior to the opening date of the exhibition without penalty. A cancellation fee equal to one-third of the fee for the space will be paid to ACI-NA for space cancelled from ninety (90) days to sixty-one (61) days prior to the opening of the exhibition; two-thirds of the fee for space is cancelled from sixty (60) to thirty-one (31) days prior to the opening of the exhibition; and the full fee for the space reserved if cancelled within thirty (30) days prior to the opening date of the exhibition. All cancellations must be made in writing to ACI-NA, Attention: Exhibitions, 1775 K St NW, Suite 500, Washington, DC, 20006. The above cancellation fees will be in effect even though the exhibit space no longer required by the withdrawing company may be subsequently rented by ACI-NA to another company. In addition, the exhibitor loses the right to use the complimentary exhibitor registrations granted by this contract.

## 4. ELIGIBLE EXHIBITS

ACI-NA reserves the right to determine the eligibility of any company or product to participate in the exposition. No exhibitor is permitted to show goods or services other than those manufactured or handled by the exhibitor in the regular course of business. No firm or organization not assigned space in the exhibition hall will be permitted to solicit business in any manner within the exhibition hall. ACI-NA can refuse rental of exhibit space to any company whose display of goods or services is not, in the opinion of ACI-NA, compatible with the educational character and objectives of the exposition.

## 5. ASSIGNMENT OF EXHIBIT SPACE

Space will be assigned by ACI-NA in accordance with the policy announced at the time exhibit space is offered for reservation. Notwithstanding this policy, ACI-NA reserves the right, in its sole discretion, to relocate exhibitor display areas in the best interests of the exhibition.

## 6. SUBLET OF EXHIBIT SPACE

No exhibitor shall assign, sublet or share their exhibit space with another business or firm unless approval has been obtained in writing from ACI-NA. Exhibitors are not permitted to feature in advertisements names of non-exhibiting manufacturers, distributors, or agents in the exhibitor's display, with the exception of parent or subsidiary companies.

## 7. LIABILITY

Neither ACI-NA, its members, nor the representatives and employees thereof, nor the hotel or convention center will be responsible for injury, loss or damage that may occur to the exhibitor or to the exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibitor's contract. It is agreed by the

parties that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in numerous booths, and various other factors make it reasonable that each exhibitor shall assume their own risk of any injury, loss or damage, and the exhibitor, by signing this contract, hereby assumes such risk and expressly releases the organizations and individuals referred to above from any and all claims for any such loss, damage or injury. Protection against unauthorized removal of property from the booth occupied by the exhibitor shall be the exhibitor's responsibility.

## 8. DISABILITY PROVISIONS

Exhibitor shall have sole responsibility for ensuring that its exhibit is fully accessible to individuals with disabilities, as required by the Americans with Disabilities Act.

## 9. DAMAGE TO PROPERTY

The exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to another exhibitor's property. The exhibitor may not apply paint, lacquer, adhesives, stickers or other coating to building columns and floors or to standard booth equipment.

## 10. LABOR

Exhibitors are required to observe all contracts in effect between service contractors, the hotel or convention center, and various labor organizations. Tipping is strictly prohibited for any personnel providing services to exhibitors.

## 11. INSTALLATION

All displays must be fully set up and ready by 4 pm on Sunday, September 21, 2008. After that time, any unattended booths will be set up at the discretion of ACI-NA, and all expenses will be charged to the exhibitor. The exhibition will open promptly at 6 pm on Sunday, September 21, 2008.

## 12. DELIVERY AND REMOVAL DURING SHOW

Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during open hours of the show without written permission from ACI-NA. All arrangements for delivery, during non-show hours, of supplies, such as flexible materials, cartons and products to be packaged must be made with the show decorator. No deliveries may be made during show hours.

## 13. INSTALLATION AND DISMANTLING PERSONNEL

Each exhibitor may provide their own exhibit furnishings, and may specify their own independent contractor for the installation and dismantling of the exhibit. Exhibitors must notify ACI-NA and the show decorator in writing of their intent to use the services of contractors other than those selected by ACI-NA for installation and dismantling. If outside contractors are utilized, exhibitor will be responsible for and will hold harmless ACI-NA, the official show decorator and the hotel or convention center for any and all damage caused by such outside contractors.

## 14. CONFLICTING EVENTS DURING SHOW HOURS

The exhibitor agrees not to extend invitations, call meetings, hospitality events or otherwise encourage the absence of industry professionals from the exhibit hall and meeting rooms during the hours of all education and show activities. All requests for meeting rooms, hotel suites and special function rooms must be approved by ACI-NA.

## 15. DISMANTLING

The dismantling of displays begins at 8 am and ends at 8 pm on Thursday, September 25, 2008. Exhibitors may not dismantle or disturb their exhibits until the start of the dismantling period. All exhibitor displays or materials left in booths without instructions will be packed and shipped at the discretion of ACI-NA and all charges will be applied to the exhibitor.

## 16. BADGES

Badges will be required for entry into the exhibit hall at all times. Badges are not transferable and those worn by other than the person to whom issued will be confiscated. Business cards are not to be used in badge holders. In all cases, no person under 16 years of age shall be granted admission into the Exhibit Hall. Exhibitors will be granted an allotment of two full conference badges per 3m x 3m booth purchased. Badges needed in excess of this allotment must be purchased at the rate of \$300 USD each.

## 17. CHARACTER OF EXHIBITS

No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. All booth personnel are required to confine their activities to the exhibitor's booth space. This includes physical incursions, as well as sound or light. Distribution of any printed material, souvenirs or other articles must be confined to the space assigned. During the hours the exhibition is open, all exhibits must be staffed with booth personnel. Apart from the specific display space for which an exhibiting company has contracted with ACI-NA, no part of event center and its grounds may be used by any organization other than ACI-NA for display purposes of any kind or nature. Within the event center property, exhibitor brand or company logos, signs and trademark displays will be limited to the official exhibit area only.

**A. Attire.** Representatives should be conservatively attired to maintain the professional and business-like climate of the exposition.

**B. Sound.** Videos or movies relating to the exhibitor's equipment will be permitted, provided projection equipment and screen are located on the rear one-third of the booth, and all viewers stand or sit within the booth. Sound videos or movies will be permitted only if the sound is not audible in the aisle or neighboring booths. Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighboring exhibitors.

**C. Lighting.** In the best interest of the exposition, ACI-NA reserves the right to restrict the use of glaring lights or objectionable light effects.

**D. Booth Exteriors.** The exterior of any display cabinet or structure facing an aisle, or adjacent exhibitor's booth, must be suitably finished and decorated at the exhibitor's expense.

**E. Noise.** In fairness to all exhibitors, no noisy or obstructive activity will be permitted during show hours, nor will noisily operating displays be allowed. Loud machinery should only be run for reasonable periodic demonstrations.

## 18. MUSIC LICENSING

Exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to exhibitors, including but not limited to, any music performance agreement between ACI-NA and ASCAP or BMI for meetings, conventions, trade shows and expositions.

## 19. DIRECT SELLING

In the event that an exhibitor engages in on-location transactions, the exhibitor will be responsible for complying with all applicable federal, state and local tax and other laws including but not limited to those pertaining to the collection of sales taxes.

## 20. BOOTH CONSTRUCTION GUIDELINES

Booth construction guidelines are set forth in the International Association for Exhibition Management (IAEM) display rules and regulations. These guidelines are incorporated by reference and made part of these Rules and Regulations. ACI-NA does not permit any end-caps booths. All material used in the exhibit booths must be made of flame-proof materials and conform to all fire department regulations. Apart from the specific display for which an exhibiting company has a contract with ACI-NA, no part of the exhibit hall or convention center, surrounding grounds and public space or the hotel or convention center or hospitality suites may be used by any organization other than ACI-NA for display purposes of any kind or nature.

## 21. FIRE REGULATIONS

To ensure the safety of all participants, exhibitors shall observe all state and local fire regulations.

## 22. PHOTOGRAPHY

Cameras may be carried in the exhibit area, but under no circumstances may photographs be taken without the expressed authority of the exhibitor concerned in each case.

## 23. CANCELLATION OF CONTRACT

In case the exhibition premises shall be damaged or destroyed, or if the exhibition fails to take place as scheduled, or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any governmental agency or ACI-NA, or for any other reason, this contract may be terminated by ACI-NA. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of ACI-NA shall be to return to each exhibiting company its payment less the pro rata share of all costs and expenses committed to and incurred by ACI-NA. Further, ACI-NA reserves the right to terminate this contract immediately if any exhibitor does not follow the Rules and Regulations. ACI-NA reserves the right to withhold from any exhibitor possession of the exhibit space if the exhibitor fails to perform any material term of this contract or refuses to abide by these Rules and Regulations. In the event of a default by the exhibitor, the exhibitor shall forfeit as liquidated damages the amount paid for the space rental, regardless of whether or not ACI-NA enters in to a future lease of the space involved.

## 24. INDEMNIFICATION

Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury to persons or damage to exhibitor's display, equipment, or other property brought upon the premises of the John B. Hynes Convention Center caused by the exhibitor, its employees, agents and contractors and agrees to indemnify, defend and hold harmless ACI-NA and the John B. Hynes Convention Center and their respective owners, servants, agents and employees against all claims or expense for such losses, including reasonable attorney's fees, except to the extent of any liability caused by the negligence of ACI-NA or the John B. Hynes Convention Center or its owners, servants, agents and employees. Exhibitor understands that neither ACI-NA nor the John B. Hynes Convention Center maintains insurance covering the exhibitor's property nor lost revenue and it is the sole responsibility of the exhibitor to obtain such insurance. Exhibitor agrees to carry at least One Million Dollars in liability insurance to support its indemnification requirements, to provide ACI-NA with evidence of such insurance on request, and to include ACI-NA as an additional insured on such insurance.

## 25. SECURITY

Security guards will be furnished, but the furnishing of such guards shall not be deemed to increase the liability of ACI-NA, its official service contractors, the hotel or convention center, or the respective officers, directors, agents or employees, nor to modify in any way the assumption of risk and release provided for above. All property of the exhibitor is understood to remain under his control and custody while in transit to, within, and from the confines of the hall, subject to the rules and regulations of the exhibition.

## 26. AMENDMENT OF RULES

Any matters not specifically covered herein are subject to decision by ACI-NA in its sole discretion. ACI-NA reserves the right to make changes, amendments and additions to these rules as considered advisable for the proper conduct of the exhibition, with the provision that all exhibitors will be advised of such changes. Exhibitors will then be bound by such changes.