

## VenueConnect 2018 | July 22-25 | Toronto, Canada

### Exhibitor Rules & Regulations

1. **APPLICATION AND ELIGIBILITY.** IAVM Industry Trade show is a closed trade show designed to provide a showcase for products and services either specifically designed or customarily used in the auditorium, arena, convention center, stadium, theater, or exhibit hall industry. Direct sales on the floor are prohibited. Application for booth space must be made on the online form provided by The International Association of Venue Managers (hereinafter, the "Association") containing the information as requested and be executed by an individual who has the authority to act for the applicant. The Association reserves the right in its sole discretion to alter the exhibit hours or floor plan arrangements in any manner which the Association believes to be in the best interest of the Trade Show and/or the Annual Conference. Assignment of space shall be made by the Association in its sole discretion. Acceptance of an applicant does not imply endorsement of Exhibitor's products or services. The Association reserves the absolute right to decline any application for space for any reason, if in the association's judgment, the products or services to be shown or demonstrated are not applicable to the above identified industry.

2. **PAYMENT AND PROVISION IN CASE OF DEFAULT.** If Exhibitor fails pay, when due, any sum required to be paid by this Contract or if Exhibitor shall fail to perform any other material terms or conditions of this Contract or shall fail or refuse to observe or abide by the rules and Regulations referred to in this Contract or any part thereof, the Association reserves the right to terminate this Contract immediately and to withhold from Exhibitor possession of the space involved or to take immediate possession thereof. The Association shall be entitled to retain the following fees as liquidated damages and not as a penalty (it being agreed that actual damages would be difficult to ascertain under the circumstances): 50% of total booth cost on or after December 1, 2017 and prior to February 1<sup>st</sup>, 2018; 100% of the total booth cost.

All cancellations and requests for refunds must be made in writing and refunds will be based on the above schedule by date received. Any refunds due Exhibitor in accordance with the terms herein shall be payable within 90 days following the conclusion of the Trade Show.

3. **TERMINATION OF EXHIBITION.** In the event the Trade Show and/or Annual Conference is canceled or postponed, or the Association is unable to perform for any reason whatsoever, including performance under this agreement, the sale and exclusive remedy of Exhibitor as a result of the non- occurrence or postponement of the Trade Show and/or Annual Conference, including incremental and consequential damages, shall be a refund of monies paid on account of the exhibit space, less Exhibitor's pro- rata share of expenses relating to the Trade Show and/or Annual Conference, as determined by the Association. The Association reserves the right to cancel or postpone the Trade Show and/or Annual Conference for any of the following reasons: damage or destruction of the facility, Acts of God, national or unforeseen emergency, public enemy, war or insurrections, strikes or the possibility of strikes, the authority of law, for any cause beyond the Association's control or in circumstances which the Association, in its sole discretion, determines that the Trade Show and/ or Annual Conference cannot be held as planned or in a manner which will serve the best interests of the Association, the attendees and/or Exhibitors, or where the success of the Trade Show and/or Annual Conference will be adversely affected.

4. **SUBLETTING BOOTH SPACE.** Exhibitor may not assign, sublet or apportion all or any part of Exhibitor's contracted booth space, nor may Exhibitor permit the display, promotion, sales or marketing of non-

Exhibitor products or services in its booths. Failure to adhere to these regulations could result in the exhibit being removed at Exhibitor's expense. Exhibitor hereby waives any claim for refund of the exhibit space or other damages arising out of such termination and/or exhibit removal. If Exhibitor is uncertain whether an exhibit is in compliance with all regulations, contact the Association.

5. **CHARACTER OF EXHIBITS.** Loudspeakers or operation, which is of sufficient sound volume to be distracting to neighboring Exhibitors or guests, will not be permitted. Spotlights or other lighting equipment shall not be directed into or in front of any other booth or in a manner, which is disturbing to Exhibitors or guests, in the sole discretion of the Association. No exhibit will be permitted which interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles. Display equipment may not be placed or displayed outside Exhibitor's booth unless approved in writing by the Association. Exhibits which include participatory activities must be supervised at all times. The Association may establish and enforce such other requirements, as it may deem necessary to ensure the mutual interest of Exhibitors.

6. **INSURANCE, LIABILITY AND SECURITY.** Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and save the Association, Metro Toronto Convention Center in Toronto, and The Expo Group and their employees and agents harmless against all claims, losses, and damages to persons or property, governmental charges or fines and attorneys' fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or any part thereof, including but not limited to those which may arise out of or in connection with the applicability of any provisions of the Workmen's Compensation Act of the State of Texas, Employer's Liability Insurance, excluding any such liability caused by the sole negligence of Metro Toronto Convention Center, the Association, The Expo Group, and/ or City of Toronto, their employees and agents. Exhibitor shall assume all costs and expenses arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used during or incorporated during the conduct of its activities in the Trade Show and/or Annual Conference, and agrees to protect, indemnify, defend, and hold the Association, Metro Toronto Convention Center, City of Toronto, and the Expo Group, and their employees and agents harmless from all damages, costs, and expenses in law or equity for or on account of any infringement or alleged infringement of the intellectual or intangible property rights of any person (including with limitations patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished to or used by Exhibitor in connection with its activities in the Trade Show and/or Annual Conference), including the costs and expenses of defending any such action even if it be groundless or fraudulent. In addition, Exhibitor acknowledges that the Association and, Metro Toronto Convention Center, City of Toronto, and The Expo Group do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor. Security is provided by the Association on a 24-hour basis from move-in through move-out. Reasonable pre- cautions are taken to protect property, but the Association cannot and does not insure the safety of persons or the protection of property. The furnishing of such security shall not be deemed to increase the liability of the Association, its representatives and employees, Metro Toronto Convention Center, City of Toronto, and The Expo Group, their representatives and employees, nor to modify in any way the assumption of risk and release provided for above. If insurance is desired, it must be placed by Exhibitor. It is recommended that Exhibitors take precautionary measures of their own, such as the securing of small or easily portable articles of value and the removal of them to a place of safe keeping after exhibit hours. UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION BE LIABLE FOR LOST PROFITS, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES

**7. BOOTH, FURNISHINGS, AND USE OF SPACE.** A uniform style exhibit booth 10' deep and 10' wide will be furnished consisting of draped material on aluminum framework and, in the case of a linear exhibit booth, will have a back wall 8' high, side rails 36" high, carpeted aisles in the exhibit hall, and floor identification. Exhibitors must finish the back or side portions of their exhibits so that these exposed areas will not be objectionable to adjacent exhibitors and/or Management. Management reserves the right to have such finishing done or masking drapery installed; billing Exhibitor for charges incurred and Exhibitor acknowledges that such charges are the obligation of the Exhibitor. Exhibitor must also put a suitable floor covering in their booth. If exhibitor fails to cover the floor of their booth, Management reserves the right to have carpet in-stalled, billing Exhibitor for charges incurred and Exhibitor acknowledges that such charges are the obligation of the Exhibitor. In addition, the booth regulations, as deemed appropriate by the International Association of Exhibitions and Events (hereinafter, "IAEE"), shall be incorporated by reference into this Contract, shall apply and shall be observed by all Exhibitors. Approval for exhibit booth structures that do not comply with the IAEE booth standards must be requested in writing for approval by the Association no later than 30 days prior to the trade show. All booths are to be set up by, or in the process of being according to terms in the exhibitor manual provided by The Expo Group and ready for inspection by the Association; any booths that are not set up, or in the process of being set up by the scheduled time on that last load in date, the Association has the right to have booth(s) set up with all charges being billed to the Exhibitor, and Exhibitor acknowledges that all such charges are the obligation of the Exhibitor. Tear Down of booths will be at the close of the trade. Early tear down of booth(s) is not permitted.

**8. CARE OF BUILDING.** Decorations, signs, banners, etc., may not be taped, nailed, tacked, stapled or other-wise fastened to ceilings, walls, doors, painted surfaces, or columns unless approved by the Metro Toronto Convention Center. No holes may be drilled, cored, or punched in the building. No painting of signs, displays or other objects is permitted in the building. Metro Toronto Convention Center permanent graphics, signs or displays may not be visibly blocked in any manner. No adhesive backed (stick-on) decals or similar items (except name tags) may be distributed or used in the building. No glitter is permitted in the Metro Toronto Convention Center. No tape of any kind will be permitted on carpeted surfaces. Smoking is not permitted in the Metro Toronto Convention Center. Whenever food or liquids are displayed there must be suitable floor coverings to protect facility property. Escalators and passenger elevators are for use by the general public and may not be blocked and are not to be used to transport equipment or freight. Any damage to facility property through carelessness of Exhibitors or their employees or agents must be paid by Exhibitor causing damage.

**9. COMPLIANCE WITH REGULATIONS.** Exhibitors must comply with the Bureau of Fire Prevention of the City of Toronto fire regulations. All materials used in the exhibit areas must be of non-flammable nature. Fire regulations prohibit the use of paper, crepe paper, corrugated paper, or cardboard or any other highly combustible or flammable material for decoration of Exhibitor's booths, and in the exhibit area. All packing containers, excelsior and wrapping paper must be flameproof and are to be removed from the floor and must not be stored under tables or behind displays. Electrical signs and equipment must be wired to meet local codes. Fire extinguishers on walls or on the floors or elsewhere are not to be removed or obstructed in any manner. Exhibitors shall be bound by and comply with, at Exhibitor's sole cost and expense, all applicable national, state, city, municipal, and other laws, codes, and governmental regulations of governmental or other authorities having jurisdiction over the exhibit facility or the conduct of said Trade Show and/or Annual Conference, together with the rules and regulations of the owners and/or operators of the facility in which the Trade Show and/or Annual Conference is held.

Exhibitor agrees that it will not conduct any educational, social, or other functions for all or any portion of the Conference attendees during the official daily hours of the Trade Show and/or Annual Conference, including all Annual Conference educational, social, or other functions, without the express written consent of the Association.

Exhibitor shall be bound by and comply with, at Exhibitor's sole cost and expense, all applicable copyright and trademark laws and regulations which may affect Exhibitor's use and occupancy of the exhibit space or participation in the Trade Show and/or Annual Conference.

10. **BOOTH PERSONNEL REGISTRATION.** Exhibiting companies will receive complimentary Exhibit Booth Personnel Badges based on the number of booths purchased. Complimentary booth personnel registrations are allowed for each 10' x 10' booth purchased; a maximum of 20 representatives are allowed complimentary access to the Trade Show floor. There will be a charge for each additional (non-complimentary) representative. Models and demonstrators are considered booth personnel as stated in paragraph number 11, below. Notwithstanding the foregoing, the Association reserves the right, in its sole discretion, to limit the maximum number of Exhibitor personnel in any exhibit space at any time during the Trade Show. All persons entering the Trade Show will be required to register and wear an appropriate badge. This will hold true for move-in and move-out days as well as exhibition show days. Anyone who permits an ineligible person to use his badge will be barred from further participation at the Annual Conference & Trade Show. Advance registration will be provided to Exhibitors and a registration area will be provided on site.
11. **MODELS, DEMONSTRATORS.** The Association has no objection to the use of models or demonstrators in exhibitor booths provided they are properly clothed and in good taste at all times and limit their activities to within the confines of the Exhibitor's booth. Models and demonstrators shall be considered booth personnel, in accordance with paragraph number 10, above.
12. **CIRCULARS.** Distribution of circulars or promotional materials may be made only within the booth area assigned to the exhibitor presenting such material.
13. **IAVM MEMBERS.** No Active Member of the Association may participate as a commercial exhibitor during the Annual Conference, nor work in any of the commercial exhibit booths, without the express written consent of the Association. Exhibitor will report any violation of this rule of which Exhibitor is aware to the Association.
14. **NON-EXHIBITORS.** No firm or organization not assigned space in the exhibit hall will be permitted to solicit business within the exhibit area. Exhibitors are requested to inform the Association of their knowledge of any such occurrence.
15. **CONTRACTOR AND LABOR COORDINATOR.** The Expo Group shall have control of all inbound and out-bound freight to prevent congestion in the loading and unloading area, in the aisles and in any freight traffic area. The Expo Group shall have complete control of all labor hired and scheduling and coordination of labor for the purpose of the orderly set-up, management and dismantling of the Trade Show. It is highly recommended that the labor services of The Expo Group be utilized to set-up and dismantle individual exhibits. If an outside contractor is used for that purpose, the following steps must be taken:

- (i) Notification to the Association and The Expo Group with proof of adequate liability insurance, at least 30 days prior to show set-up. Booth number, name of Exhibitor and identification of the outside contract must be included; (ii) Check-in by all labor will be required at the Exhibitor Registration Desk prior to start of set-up. No set-up will be permitted without authorization of the Association; and (iii) All outside contractor personnel shall confine their activities to the booth they are working on, and will not be permitted to solicit business on the floor or elsewhere in the exhibit hall. All exhibit work must be performed within the applicable union guidelines in effect at the Metro Toronto Convention Center. Exhibitors must use union labor where required. Union labor, if required, will be made available. Complete information regarding labor regulations will be included in the Exhibitor Services Manual.

16. **USE OF FOOD AND BEVERAGE.** The Association considers food and beverage a very important part of the facilities management industry and for this reason accepts it as part of exhibitors' marketing tools. Food and beverage may be dispensed from the exhibitor's booth within the following guidelines:

- (i) Food and beverage sampling in conjunction with specific exhibits must be approved in writing by the Metro Toronto Convention Center Management and in-house caterer. (ii) The distribution area must be kept clean and attractive; (iii) Exhibitor must provide all attendees the opportunity to sample; (iv) No cooking can take place in exhibit booths; (v) Any food or beverage distributed by exhibitors must be in accord with the Rules and Regulations of the Metro Toronto Convention Center and all applicable federal, state and local health and other laws, ordinances and regulations; and (vi) Exhibitor must make their own arrangements for storage/refrigeration of any food or beverage.

17. **BEER AND ALCOHOL.** If exhibitor plans to dispense beer, wine or other alcoholic beverage at its booth, (i) Exhibitor shall notify IAVM in writing before May 1, 2018 of its intent to dispense alcohol and its acknowledgment of the requirements of the Metro Toronto Convention Center.

- (ii) Exhibitor shall not permit to be served any person who is inebriated or whom Exhibitor reasonably believes may become inebriated.

(v) Exhibitor shall indemnify and hold harmless the Association and, Metro Toronto Convention Center, City of Toronto, and the Expo Group and their respective employees and agents from and against any and all liability of any nature whatsoever directly or indirectly caused by, or in any way resulting from, Exhibitor's serving such beverages (including without limitation any and all deaths, personal injury or property damage directly or indirectly caused or sustained by the person who drank such beverages).

(vi) Exhibitor will maintain in full force and effect, during the Trade Show and Annual Conference and for a period of two years thereafter, liquor liability insurance that [A] provides coverage of not less than \$500,000 per incident, \$1,000,000 in the aggregate and having a deductible of not more than \$10,000, [B] names the Association as an additional insured and [C] provides that such insurance may not be canceled or modified in any material respect without sixty days prior written to the Association (with Exhibitor being obligated to show proof of such insurance to the Association upon request).

18. **COPYRIGHTED MUSIC.** In the event Exhibitor plays recorded music at the space which is the subject of this Contract, Exhibitor warrants that it shall obtain appropriate licenses and have the authority to use such copyrighted music and that it shall comply with all terms and conditions of said licenses. Exhibitor agrees not have any live musical performance at exhibit space.

Exhibitor agrees to defend, indemnify, save and hold the Association harmless from any claims brought against the Association alleging a breach of the warranties made in this paragraph 18.

19. **PHOTOGRAPHY.** There will be no photography on the Trade Show floor unless authorized by Show Management.

20. **SHIPPING INSTRUCTIONS.** Information on shipping methods and rates will be sent to each Exhibitor in the Exhibitor Services Manual. Exhibitor, in accordance with specified rates, shall ship, at his own risk and expense, all articles to be exhibited. The Expo Group will provide storage for incoming freight, delivery to booth, removal, storage and return of empty crates, removal and shipment of outbound freight. All charges are based on inbound weights. All shipments must be pre-paid. The address on all crated shipments shall include the Exhibitor's name and booth number(s).

Exhibitor expressly agrees that any exhibit material remaining in exhibit hall after contracted move-out time has terminated, or damaged exhibits left behind, may be removed and disposed of at the expense of Exhibitor and without liability to the Association or The Expo Group. The Metro Toronto Convention Center will not accept advance shipment of freight or materials prior to the contracted move-in date. All shipments to be delivered to the Metro Toronto Convention Center after the official move-in date must be to the attention of The Expo Group. Under no circumstances will C.O.D. deliveries be accepted by the Metro Toronto Convention Center.

21. **AMENDMENTS.** The Association reserves the right to interpret, amend, and enforce the conditions, rules and regulations of this Contract, in its sole discretion. Each Exhibitor, for itself, its agents, and employees, agrees to abide by all conditions, rules, and regulations set forth in this Contract or by any amendment thereto or interpretation thereof.