

# Exhibition Rules and Regulations

## 2009 ACTE Career Tech Expo

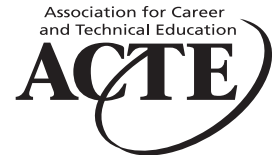


Exhibit Dates: November 19-20, 2009

Gaylord Opryland Resort and Convention Center, Nashville, Tennessee

Phone: 800-826-9972 for Booth Reservations Fax: 703-683-7424

### Addendum to Exhibit Space Contract

The following exposition rules and regulations are supplemental to and are incorporated by reference into the enclosed Exhibit Space Contract and shall govern the use of the exhibit space contracted for therein as if they had been fully set forth in said Exhibit Space Contract.

### Contract for Space

The order of booths, upon acceptance by the Association (Association for Career and Technical Education, hereinafter-named ACTE), assignment of space, and the full payment of rental charges, constitutes a contract for rental of the space assigned. Any exhibitor failing to occupy space is not relieved of the obligation of paying the full rental price.

### Nonpayment and Cancellations

Payment for your booth space is due, in full, by July 15, 2009. Companies who have not made payment in full by this date will not be permitted to set up their booths.

ACTE reserves the right to cancel booth space if payment in full is not made by July 15, 2009. All cancellations of booth space must be made in writing. If cancellations occur between May 15, 2009 and July 15, 2009 the exhibitor forfeits booth deposit. If cancellation occurs after July 15, 2009, no refund will be made. In such case, the exhibitor will become obligated to make immediate payment of any unpaid portion of the total cost of the assigned exhibit space. Failure to cancel in writing, set up booth, and/or staff booth space will result in no refund and exhibitor will be billed at full space rate. A monthly finance charge of 1.5% of the total amount due will be assessed on overdue accounts.

### Registration

Registrations for exhibitors should include one complimentary convention registration and 2 exhibitor registrations per 10x10 booth space with a maximum of 4 convention registrations and 12 exhibitor registrations for any company.

### Allocation of Space

ACTE reserves the right to alter the Exhibit Floor Plan or change space assignments in the event of emergency and/or in the interest of any exhibitor. In such event, the exhibitor(s) affected will be notified by ACTE. Exhibitors changing booth size will be liable for the full amount charged by ACTE for the space originally contracted or for the new space, whichever is greater.

### Assignment of Exhibit Space

Should an exhibitor desire to assign exhibit space it has reserved to another party who desires to exhibit, the exhibitor shall make a written request for ACTE Show Management's approval. The ACTE Convention Director shall have sole, unfettered discretion to approve or deny such request. If the request is approved, the assignee must enter into an Exhibit Space Contract with ACTE. Nevertheless, the assignor shall remain liable to ACTE should the assignee default in any financial obligations to ACTE. No assignor may charge or accept compensation from any assignee that would permit the assignor to derive a profit from the assignment of booth space.

### Exhibit Installation and Dismantling

It is the duty and responsibility of exhibitors to install their exhibits before the opening of the exposition and dismantle them immediately after the close of the show. The official contractor will set up all exhibits that have not been set up by 6:00 p.m. on Wednesday, November 18 2009. The exhibiting company must pay for the work. ACTE will not allow exhibitors to close and dismantle their booths prior to the closing time of the show floor on Friday, November 20, 2009. Exhibitors will not be permitted to dismantle and move equipment from their exhibit booth during the show. Companies violating this rule are subject to losing their rank in booth selection for future shows.

### Use of Exhibit Space

Where exhibitors plan to construct any part of their exhibit above the exhibit height limitation (10' perimeter space, and 8' inline), approval in writing shall be obtained from the Show Management at least sixty days prior to the official opening of the exhibits. Sketch of proposed construction shall be submitted when requesting approval.

All signs including graphics, photographs, and other advertising matter in connection with an exhibitor's booth space must be located within the boundaries of the assigned booth. No signs of any type are permitted outside of an assigned exhibit space (columns, walls, floors, and ceilings) without approval in writing from Show Management. This restriction also applies to any device used to project a company name or logo on the ceilings or walls of the Convention Center or otherwise beyond the permitted height or sides of booth itself.

Exhibitors operating sound equipment will be expected to keep the sound at reasonable volume, approximately that of a normal speaking voice, in order to avoid disturbing other exhibitors. ACTE reserves the right to turn off the electric supply of any exhibitor that violates this rule.

### Space Restrictions

Exhibits must be confined to the exact space allocated. Circulars, publications, advertising matter, and all kinds of promotional give-away may be distributed only within booth spaces. Nothing can be posted on, tacked, nailed, screwed in, or otherwise attached to columns, walls, floors, or other parts of the building or furniture.

In cases where the reverse side of an exhibitor's backwall, sidewall, riser, or display, is exposed to view, such portion of this display must be suitably draped with fire proof materials so that no part of the display construction, electrical wiring, or the like, can be seen from the aisles or adjoining booths belonging to other exhibitors.

Each 10' x 10' booth will be set with 8' back drape and a 36" high side divider drape. Nothing may be attached to this drape by the order of the fire marshal. Each exhibitor will be provided with one 7" by 44" identification sign consisting of the company name, and booth number. Copy for these signs will be provided to the decorator by ACTE, using the information provided by the exhibiting company.

## Types of Exhibits

The following types of exhibits have been approved. Any deviation must be submitted in writing to the ACTE Show Management for clearance ninety days prior to the opening of the show.

- **ONE-AISLE BOOTH (Inline Booth)**—Background and end sections, including signs must not exceed 8' in height. Do not extend end sections out from the back line more than 5' at the maximum 8' height limit and/or higher than 42". Certain pieces of equipment may rise over the 42" limitation as long as the views down the aisle and the views to adjacent booths are not obstructed. Exhibit management reserves the right of final approval.
- **TWO-AISLE BOOTH**—All restrictions are the same as for one aisle booth.
- **CUBIC CONTENT OR ISLAND BOOTH**—Maximum height for towers on all island booth's is 14'. Maximum height for signs in island booths is 14' from the floor to the top of sign. Hanging signs are permitted in cross-aisle exhibits as long as no other companies have booth space that is contiguous. An island booth bounded on all four sides by aisles may use the full cubic content of the space; however, a sufficient seethrough area must be provided to all adjacent exhibits. Drapes are not provided for island booths. Show Management will serve as the final authority on compliance to height and see-through regulations. Please contact Show Management for details concerning the ceiling height clearances throughout the exhibit hall(s).

If your exhibit plans are not defined by the above examples, contact Show Management for clarification. Management will not approve unsafe exhibit construction, or any which obstruct the visibility of other exhibitors, or encroach upon the aisles or other exhibit areas. Please make sure to make these facts known to your decorator or display builder.

## Sales and Solicitation Prohibitions & ACTE Marketplace

Exhibitors may show, discuss, explain or demonstrate items or services, but shall not make sales that result in the delivery of merchandise and/or the exchange of money in the Exhibit Hall unless the exhibit booth is located in the ACTE Marketplace on the show floor. Companies found violating this policy will be asked to leave the show floor. No refunds on booth space will be made. Exhibitors not in the ACTE Marketplace may take orders for goods that are to be shipped and billed to customers at another location at a later date. Solicitations of business or conferences in the interest of business except by exhibiting firms are prohibited. Persons connected with non-exhibiting concerns are prohibited from any dealing, exhibiting, or soliciting within the Exposition. Exhibitors are urged to report immediately violations of this latter rule to Show Management.

## Exhibitor Presentations

ACTE does not allow product sales presentations to be conducted anywhere at its convention except within the exhibitor hall or at other officially arranged or leased space outside the exhibit hall. ACTE prohibits product presentations at any of its convention sessions. An exhibitor found in violation of this policy will be barred from future presentations.

## Exhibitor Staffing

Exhibit booths must be staffed during all exhibit hours in which the Exposition is open to convention attendees.

## Security

The Show Management will coordinate security. Guards will be provided on a 24-hour basis during set-up, show hours and break down. Security guards will be instructed to prevent anyone without ACTE approval from going out of the exhibit area with materials and/or equipment. Remember that security

provided by Show Management is no guarantee of the safety of your equipment. Do not leave valuable equipment that can be carried away, or easily damaged unattended in your booth. Security for individual companies is available. Call Show Management for details.

## Official Contractors

To ensure orderly and efficient installation, operation and removal of displays, and to eliminate confusion by the presence of unknown or unqualified firms, the Association for Career and Technical Education has designated certain firms as the official service contractors. The official contractors will have on-site service desks to assist exhibitors during the show. As such, the Association for Career and Technical Education holds these firms responsible for quality service and fair prices, and is prepared to intercede on behalf of an exhibitor in the event of faulty work or unfair charges. The exhibitor agrees to use the official contractors for the following services: electrical, plumbing, floral, telephones, booth cleaning, rental furniture and floor covering. Orders must be placed with these firms unless a previous arrangement with a display house has been made.

Exhibitors may use a non-official contractor for installation and dismantling or any other services, beyond those specified above. However, the Show Management must be notified in writing by September 15, 2009, or the non-official contractor will not be allowed on the exhibit floor.

All non-official contractors hired by the exhibitor must notify in writing the Freeman Decorating Company, 8801 Ambassador Row, Dallas, TX 75247-4622 and ACTE Show Management of the services they will provide. A booth plan and specifications should accompany the request. Non-official contractors will be required to provide a certificate of insurance naming the Association for Career and Technical Education, Gaylord Opryland Resort and Convention Center and the Freeman Decorating Company as additional insured. The "Certificate of Insurance" must be in the amount of \$1,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, covering the dates of the occupancy, including move-in and move-out.

## Distracting Operations and Equipment

Exhibitors are expected to be courteous to other exhibitors and should be aware that distracting operations and noisy equipment will not be allowed. Sound system volume must be kept to a minimum and care should be used with certain equipment to avoid interfering with neighbors' computers and other sensitive electronics. After the show opens, noisy and unsightly work will not be tolerated. No signs, posters, or other materials determined in the sole discretion of ACTE to be offensive, inappropriate or otherwise not suitable or in keeping with character of the exhibit or the show, are allowed in exhibit booths or anywhere in the exposition. ACTE reserves the right to remove any exhibit from the show floor, without any refund of exhibit costs, if exhibit is deemed in violation of this regulation.

## Fire Prevention Requirements

Exhibitors shall conform to all regulations of the Charlotte Fire Department. In addition, all main and cross aisles, corridors, exhibit areas, exit stairways and other areas will be maintained at their required width at all times the exhibition is open; no obstructions such as chairs, tables or displays will be allowed to protrude into aisles. No combustible decoration, such as, crepe paper, tissue paper, cardboard, or corrugated paper, shall be used at any time. All packing containers, excelsior, and wrapping paper are to be removed from the floor and must not be stored under tables or behind displays. Muslin, velvet, or any cloth decorations must stand flame-proof test as prescribed by the ordinance of the Convention city.

## Insurance

The Association for Career and Technical Education and the Freeman Decorating Company will exercise reasonable care for the protection of exhibitors' displays but can accept no responsibility for the loss of, or damage to, any of the said materials or displays. Exhibitors who desire to carry insurance on their exhibits must do so at their own expense.

## Liability

Exhibitor shall indemnify, hold harmless, and defend, ACTE, the Gaylord Opryland Resort and Convention Center, Freeman Decorating, ACTE Local Host Committee, and the directors, officers, employees, members, and representatives of all of the about (herein after collectively referred to as the Indemnified Parties) from all losses, claims, liability, damage, actions, judgments, expenses (including, without limitation, attorneys fees) for injury to or death of any persons, loss through theft or otherwise, or damage to property, arising in anyway in connection with the use or enjoyment by the exhibitor, or any other person or entity, with the express or implied permission of the exhibitor, of the space, equipment, or the show space or hall; or arising from the use of the equipment, devices furnished of or used by the exhibitor, or other persons in connection with the exposition, or use of the space. However, exhibitors shall not have such an obligation to any Indemnified Party if damage or injury results from the gross negligence or willful misconduct of that Indemnified Party.

None of the Indemnified Parties shall be responsible to the exhibitor, its employees or agents for any injury, loss or damage that may occur to the exhibitor, the exhibitor's representatives or employees, or the exhibitor's property, unless solely due to the gross negligence or willful misconduct of such Indemnified Party."

## Giveaways, Promotions, Drawings

Exhibitors are permitted to give away plastic tote bags, notebooks, key rings, pens, pencils, and other small, inexpensive novelties, as well as literature describing their products and/or services. However, the distribution of beverages or foodstuffs in the exhibit area is strictly prohibited. Prize drawings, lotteries, raffles or games of chance must be approved in advance by ACTE.

Exhibitors may distribute printed advertising from within the confines of their own space only, but may not advertise outside of the exhibit space for which they have contracted. Show Management reserves the right to decline or prohibit any exhibit or part of any advertisement or promotion that in its opinion is not suitable or in keeping with the character of the exhibit or the Exposition.

## Exhibitor Staffing

Exhibit booths must be staffed during all exhibit hours in which the Exposition is open to convention attendees.

## Sales Training Meetings

Approved meetings must be limited to exhibitor personnel and authorized representatives and may not be for the purpose of selling products to ACTE member-educators.

Exhibitors planning sales training meetings in their booths during non-exhibit hours must get special permission from Show Management so that security, lights, seating and other exhibit hall facilities may be arranged. ACTE reserves the right to grant or refuse permission for sales training meetings in the exhibit hall. Meetings must be confined within the exhibitor's booth. Any extraordinary costs for exhibit hall facilities associated with non-exhibit hours meetings must be paid for by the exhibitor. Exhibitors must ensure that attendees to their meetings do not enter another exhibitor's booth or wander in the exhibit hall. An exhibitor must supply Show Management prior to show set-up the exact time and duration of the meeting, and the names and number of expected attendees. Exhibitor badges will be required for every participant to enter exhibit hall.

## Copyrights, Royalties, and Trademarks

It is the exhibitor's sole responsibility to obtain and pay for any and all applicable licenses and permissions before any moving or still image, computer software, sound recordings, artwork, printed material, or other item bearing or embodying a copyright, trademark, patent, publicity right or other intellectual property is displayed, performed, reproduced, modified or distributed, in whole or in part, at or from the contracted space.

Exhibitor warrants that all necessary license and permissions have been or will be obtained prior to using the contracted space. Exhibitor agrees to indemnify and save the Center, ACTE and its officers, agents, and employees harmless from all claims, losses and damages (including court costs and attorney's fees) arising out of Exhibitor's use of the contracted space.

## Cancellations

It is understood that ACTE may cancel the show in its discretion. In the event of cancellation due to labor problems, weather, government regulation, fire, acts of God, or other causes beyond the reasonable control of ACTE, then exhibitors shall be reimbursed pro rata for any prepaid rent, less any and all legitimate expenses incurred by ACTE related to the show, and after giving effect to insurance recoveries. If cancellation by ACTE is due to any other reason, there shall be a full reimbursement of prepaid rent. In no event shall the amount of any refund to an exhibitor exceed the amount of the booth rental fee paid.

## Gaylord Opryland Resort and Convention Center Regulations

Exhibitors agree to abide by all Gaylord Opryland Resort and Convention Center regulations relating to exhibitors. Contact the Charlotte Convention Center with questions.

## Responsibility

It is the responsibility of the exhibiting firm to be fully familiar with these Rules and Regulations and to see that each member of the firm attending the exposition, either as exhibit personnel or delegate, or both, is also familiar with these Rules and Regulations.

## Interpretation and Enforcement

Interpretations and applications of these rules and regulations shall be within the sole discretion of ACTE, and all rulings in such instances shall be final with regard to use of any exhibit space. In addition to any other recourse referenced in these rules and regulations, ACTE may have recourse for the violation of any of these rules in any manner it deems appropriate, including expulsion of an exhibitor from the show and suspension from future shows. Any and all matters or questions not specifically covered in these rules and regulations shall be subject solely to the determination of ACTE.

Any legal, action by an exhibitor against ACTE related to these rules must be brought in state or federal court in Alexandria, Virginia, and any recovery by an exhibitor is limited to rental fees actually paid by the exhibitor, and indirect or consequential damages may not be sought.

## Successor and Assigns

The exhibitor contract, including these rules and regulations, shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.