

Conditions of Contract to Exhibit

Application

AMGA reserves the right to reject applications with or without cause, in its sole discretion. Application for booth space must be accompanied by payment or purchase order. Applications received without payment will be returned.

Conditions and Rules

It is understood that the following conditions and rules (the "Rules") are agreed to as part of the agreement between AMGA the individual or entity who has purchased exhibit space (the "Exhibitor") for a specific AMGA conference (the "Conference") pursuant to AMGA's Contributor (Exhibitor) Registration Form (the "Agreement"). AMGA shall have the authority to interpret and enforce these Rules. All matters not covered by these Rules are subject to the discretion of AMGA. The Exhibitor is responsible for familiarizing itself and complying with all of the Rules. Exhibitors shall also be responsible for the conduct of its officers, directors, employees, contractors, agents, and other representatives. Exhibitors or their representatives who fail to observe these Rules or who, in the sole and absolute discretion of AMGA, conduct themselves in an objectionable or improper manner may be dismissed without refund or appeal for redress.

General Terms and Conditions

The AMGA Annual Conference Committee determines the eligibility of any company or product for exhibit. The Committee may forbid installation or request removal or discontinuance of any exhibition or promotion, wholly or in part, that in its sole and absolute discretion is not in keeping with the character and purposes of AMGA. Further, AMGA reserves the right to take the following actions at any time prior to or during the Conference and at its sole discretion: (1) terminate the Agreement or decline to provide space to an Exhibitor for any reason, including but not limited to Exhibitor conduct, or Exhibitor use, promotion and/or distribution of material(s) and/or content that is objectionable to AMGA or is not consistent with AMGA's bylaws, rules and regulations, or mission; (2) prohibit any exhibit, or part thereof, that violates these Rules or is, in any other way, not suitable for, or not in keeping with the character and spirit of, the Conference; (3) close any exhibit without refund or right to appeal for redress if such exhibit is determined by AMGA objectionable, improper, disruptive, and/or disturbing to AMGA or other exhibits; (4) close any exhibit without refund or right to appeal for redress if the Exhibitor or its representatives, in the sole and absolute discretion of AMGA, fail to observe these Rules or fail to conduct themselves properly; and/or (5) refuse to permit an Exhibitor who violates these Rules to participate in one or more future AMGA Conferences.

Occupancy of Exhibit Space

- A. If the Exhibitor fails to occupy its assigned exhibit space by the close of the exhibit installation period for such Conference, AMGA may rent such exhibit space to any other Exhibitor or use said exhibit space for such purposes as it may see fit in AMGA's sole discretion without any liability on AMGA's part and without in any way releasing the Exhibitor from any liability hereunder. Furthermore, if the Exhibitor does not occupy or staff the exhibit space as required herein, all rights of the Exhibitor will be revoked and all payments by the Exhibitor will be forfeited.

- B. Throughout ALL exhibit hours of the Conference the Exhibitor's assigned exhibit space must remain staffed by at least one attendant and all exhibits/displays must remain fully intact.
- C. Dismantling or removing an exhibit or materials before the official closing of the Conference is prohibited. Premature dismantling of and/or failure to fully staff the exhibit space during the entire Conference may result in the loss of future Conference participation. Organizations wishing to leave early can contract with the official show decorator to have their booth taken down at the conclusion of the meeting. Exhibitors will have reasonable time to erect and dismantle their exhibits, which will be specified in the Exhibitor Service Manuals. Exhibit materials not removed from the hall by the time specified will be removed by and may be stored by AMGA at the Exhibitor's sole expense and liability. Refer to the Exhibitor Manual for complete schedules, rules and regulations, and instructions for the installation and removal of the exhibits.
- D. AMGA shall have sole discretion as to the placement of exhibitor space. AMGA reserves the right to alter the floor plan. AMGA reserves the right to alter locations of assigned exhibit space as shown on the official floor plan, as determined by AMGA in its sole discretion.

Compliance with the Law

The Exhibitor and its representatives, and all exhibits, exhibit materials and displays, shall at all times be in compliance with all applicable federal, state and local laws, codes and regulations.

Use of the AMGA Name

The use or display in any manner or medium of AMGA's or the Conference's name, logo, acronym, marks or copyrighted materials is not permitted, and no reference, implication or use of such name, logo, acronym, marks or copyrighted materials may be made to claim or imply AMGA endorsement, affiliation or approval of any product, service or program without the express, prior written consent of the AMGA.

Amendments

AMGA may amend these Rules at any time, and all amendments so made shall be binding on the Exhibitor.

Assignment and Subletting

The assignment or subletting of any part or all of the exhibit space by the Exhibitor is not permitted and any attempt to do so shall be of no force or effect.

Disputes

The Exhibitor must notify AMGA immediately of any and all disputes with respect to the Agreement or these Rules. These Rules are subject to interpretation and decision as provided in the first paragraph, titled Conditions and Rules, above. The Agreement and these Rules shall be governed and construed in accordance with the laws of the Commonwealth of Virginia exclusive of any conflict-of-law provisions, and the Exhibitor hereby submits to the jurisdiction of the state and federal courts within the Commonwealth of Virginia for proceedings related to the Agreement and these Rules.

Force Majeure

In the event that the Exhibitor's assigned exhibit space for the Conference shall be destroyed by fire or the elements, or in the event that the Conference is canceled or the location of the Conference is unavailable by any other cause, including but not limited to government intervention or regulation, war or other military activity, strikes, fire, acts of God, picketing, civil disturbances, terrorism, shortage of materials, curtailment of transportation to facility to hold the exhibit, show or conference, determinations of outbreak of disease by either the World Health Organization or the Centers for Disease Control and Prevention (or other recognized entities), or any other circumstances that make it impossible, illegal, commercially impractical, or inadvisable for AMGA to hold the Conference or a portion thereof at the time and place provided in the Agreement, the Agreement shall terminate and the Exhibitor shall and does hereby waive any claim for property or other damages or compensation except the prorated return of the amount paid by the Exhibitor after deduction by AMGA of actual expenses incurred in connection with the Conference, and there shall be no further liability on the part of either party.

Liability and Insurance

- A. The relationship between AMGA and the Exhibitor and their respective representatives is that of independent contractors. AMGA assumes no liability for any act of omission or commission by the Exhibitor.
- B. The Exhibitor shall and hereby agrees to indemnify, defend and hold AMGA and its directors, officers, employees, agents and representatives (collectively, the "Indemnified Parties") harmless from and against all demands, claims, actions, causes of action, assessments, losses, damages, liabilities, costs and expenses (including, without limitation, interest, penalties and attorneys' fees and expenses) ("Losses"), asserted against, resulting to, imposed upon, or incurred by AMGA or the Indemnified Parties, directly or indirectly by reason of, arising out of or resulting from any cause whatsoever.
- C. In addition, the Exhibitor shall and hereby agrees to indemnify, defend, and hold the exhibit hall and its employees and agents harmless from and against all Losses arising out of or caused by the Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibit space or any part thereof. The Exhibitor shall also be liable to other exhibitors for any damage caused to the other exhibitors' property.
- D. In the event that liability is asserted by the Exhibitor against AMGA or any of its directors, officers, employees, agents or representatives for any reason, the Exhibitor agrees that in no event shall AMGA or any of its directors, officers, employees, agents or representatives be liable to the Exhibitor for any amount in excess of the exhibit space rental fee actually paid by the Exhibitor to AMGA under the Agreement.
- E. The Exhibitor shall obtain, at its own expense, for the duration of the term of the installation and use of the exhibit space, Comprehensive General Liability Insurance (CGL) in an amount not less than one million dollars (\$1,000,000) per occurrence and \$2,000,000 aggregate, specifically naming AMGA as a co-insured. Exhibitor shall also obtain Worker Compensation as may be statutorily required in the jurisdiction where services are

to be provided or performed and Automobile Liability including hired and non-owned vehicles with limits of \$1,000,000 CSL (combined single limit). All coverage must be written with carriers that are admitted in the jurisdiction where services are to be provided and have at least a rating of A VIII or better in the current AM Best guide. The Exhibitor Commercial General Liability and Automobile Liability insurance policy must provide the following: (1) coverage to apply as primary without contribution from other sources, and (2) policy contains a waiver of subrogation provision. No cancellation or material change in coverage will be made without thirty (30) days prior written notice to AMGA. A current certificate of insurance reflecting the above requirements must be on file with AMGA prior to entry to the exhibit floor. The Exhibitor acknowledges that neither AMGA nor the exhibit hall maintain insurance covering the Exhibitor's property and that the Exhibitor is encouraged to obtain business-interruption and property-damage insurance covering any such losses by the Exhibitor since all such losses are the sole responsibility of the Exhibitor. It is also recommended that the Exhibitor obtain insurance policies covering the transporting of its exhibit materials and equipment to and from the Conference.

- F. In the event the Exhibitor desires special security precautions during the Conference, the Exhibitor should arrange for private guard service, if desired, or should make arrangements to have locked facilities available in its exhibit space for the storage of display materials or products.

Exhibitor Appointed Contractors

In the event that AMGA appoints any official service contractors for such services as material handling, furniture rental, booth and floral decorations, signs, photographs, drinking water, skilled labor or others, the Exhibitor agrees to utilize the services of such official service contractors. Specifically, the Exhibitor acknowledges that electrical service must be coordinated by AMGA's contractor, and that all rental equipment and labor requirements must be requested through AMGA's official decorator. If the Exhibitor wishes to utilize the services of any contractor other than those contractors appointed by AMGA, the Exhibitor must first obtain the prior written consent of AMGA. In order to conform to union contract rules and regulations, the Exhibitor must use qualified union personnel for the various services required for installation and dismantling of exhibits and for material handling within the Conference. Any requests from independent contractors hired by the Exhibitor must be made to the exhibit hall manager not less than 90 days prior to the Conference start date. The CONTRACTOR hired by the exhibitor must, by the deadline date, provide the show's official contractor with a current Certificate of Insurance with minimum limits of \$500,000 property damage per occurrence, \$1,000,000 personal injury per occurrence, workers' compensation aggregate coverage of \$1,000,000 per occurrence, and naming Shepard Exposition Services and AMGA as additionally insured for the time period of the show (including move-in and move-out days).

Exhibit Display Guidelines

- A. Aisles and other spaces in the exhibit hall not leased to Exhibitors shall be under the control of AMGA. All displays, interviews, conferences, distribution of literature, lectures, audience seating/

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standing and the transactions of business of any nature shall be made WITHIN the exhibit space assigned to the Exhibitor.

- B. The Exhibitor agrees to accept full responsibility for compliance with local, city and state fire, safety and health ordinances regarding the installation and operation of equipment or otherwise relating to the Exhibitor and its exhibit space. Only fireproof materials may be used in displays, and the necessary fire precautions will be a responsibility of the Exhibitor.
- C. All exhibit materials and equipment must be located within the exhibit space and protected by safety guards and devices, where necessary, to prevent personal accident or injury to Conference attendees and/or exhibit personnel. Equipment with sharp or protruding edges posing a potential danger to Conference attendees and/or exhibit personnel, at whatever level, must have protective covering and be flagged.
- D. Exhibits should be constructed so that no copy appears higher than eight feet from the floor and no structure exceeds a height of eight feet. AMGA follows the International Association of Exhibitions and Events (IAEE) guidelines for display rules and regulations and a copy of these regulations will be included in the exhibit kit (island booths may exceed the eight foot limit with permission from AMGA).
- E. Exhibits shall not project beyond the exhibit space allotted to the Exhibitor. Signs, rails, and other similar items may not intrude into or over the aisles in the exhibit hall. Exhibits shall not obstruct the view or interfere with traffic to exhibits of others. The wings of an exhibit shall not come out more than five feet from the back wall. End cap exhibits are not authorized unless specially approved in advance by AMGA (see IAEE regulations in exhibitor kit for more information).
- F. No part of any exhibits and no signs should be pasted, nailed, or otherwise affixed to walls, doors, or other structures in such a way that may cause any damage, loss, expense, and/or cost. The Exhibitor may not apply paint, lacquer, adhesive or any other coating to exhibit hall columns or floors, or to standard exhibit space equipment not provided by the Exhibitor. Any and all damage, losses, expenses, and/or costs resulting (including, but not limited to attorney's fees) from failure to observe this Rule shall be payable by the Exhibitor.
- G. Exhibitors with audible electric sound motion pictures, or other exhibits or devices that AMGA, in its sole and absolute discretion, deems objectionable or disruptive will be required to discontinue using all exhibits and/or devices so determined to be objectionable or disruptive.
- H. Before any exhibit may be removed from the exhibit hall, the Exhibitor must make arrangements satisfactory to AMGA and AMGA's decorator for the payment of any charges incurred by the Exhibitor in connection with its exhibiting at the Conference.

Solicitation/Advertisement

- A. Circulars, publications, printed advertisements, literature, promotional giveaways, samples, and all other advertising materials may be distributed only within the Exhibitor's assigned exhibit space.
- B. Soliciting, interviews, demonstrations, and detailing by the Exhibitor must be confined to Exhibitor's assigned exhibit space.

- C. Advertising, canvassing, soliciting of business, conferences in the interest of business, and other similar activities are not permitted except by Exhibitors and then only in the Exhibitor's assigned exhibit space. Selling of any items or services during exhibit hall hours is expressly prohibited.
- D. Canvassing, exhibiting or distributing advertising materials outside of the Exhibitor's assigned exhibit space is expressly prohibited.
- E. Prize contests and drawings must be approved by AMGA in advance of the Conference.
- F. The extending of printed invitations by the Exhibitor or by its agents and/or employees from the Exhibitor's assigned exhibit space for private meetings of AMGA members during the hours of the Conference is prohibited. A copy of all printed invitations must be sent to AMGA for approval prior to the Conference.
- G. No exhibits, displays, or advertising material of any kind will be allowed in the exhibit hall rooms or hallways unless approved in advance by AMGA.
- H. Persons who are not Exhibitors are prohibited from any detailing, exhibiting, or soliciting within the exhibit hall.
- I. Solicitation of advertising by magazines or publishers from Exhibitors on the floor of the exhibit hall is prohibited.
- J. Failure to comply with these Rules regarding Solicitation and Advertisement may, at AMGA's sole discretion, result in the Exhibitor's dismissal from the exhibit hall.

Access for Persons with Disabilities

AMGA works to provide an accessible Conference for all attendees with disabilities and believes that persons with disabilities should be given the opportunity to participate and interact to the fullest extent possible. AMGA encourages all Exhibitors to make their exhibit space accessible to people with disabilities.

Age Requirements

In the interest of safety and injury prevention, no one under 21 years of age will be permitted in the exhibit hall during move-in, the duration of the Conference, and move-out. AMGA reserves the right to require proof of age prior to admission to the Conference.

Photography, Copyright, Video

The Exhibitor may take photographs only of its own exhibit space. Photographing or recording the exhibit space of other Exhibitors is prohibited without the prior written consent of such other Exhibitor. Exhibitors must notify AMGA of any audio or video recordings (and the intended use of such recordings) of conference attendees that will take place at their booth. AMGA reserves the right to photograph and record the conference events, including exhibitors, as determined in the sole discretion of AMGA. Exhibitors are responsible for paying all licensing and royalty fees that may be due as a result of Exhibitors use of any copyrighted materials in the booth. This especially applies to music license fees for live, recorded or mechanical music used in videotapes; music tapes or otherwise that are due to ASCAP, BMI, or other copyright owners. In the event that AMGA is sued for, held liable for, or pays any such fees, the Exhibitor shall be liable to AMGA for all amounts paid, including all costs and expenses such as attorneys' fees.