

Regulations Governing Use of Space by Exhibitors

General

- 1. These rules and regulations form part of the Exhibitor Agreement made between the International Association of Fire Chiefs (the "IAFC") and the Exhibitor.
- 2. Neither the Exhibitor Agreement nor any booth or display space request or allocation will be binding on the IAFC unless and until the exhibitor completes signs and returns the Exhibitor Agreement or completes online sales process; and issues payment in accordance with said agreement, and said agreement is executed by the exhibits manager on behalf of the IAFC.
- 3. The IAFC is hereby authorized to assign exhibit space based on availability and in accordance with the Exhibitor's choice whenever possible. The IAFC reserves the right to alter the location of exhibit spaces, at its sole discretion, in the best interest of the exhibition.
- 4. If an exhibitor fails to abide by the regulations of the exhibition as set forth, then the contract between the IAFC and the Exhibitor will be terminated. The exhibition regulations constitute a portion of the contract between the IAFC and the Exhibitor. Therefore, any failure on the part of the exhibitor to comply with the regulations represents a default on, and termination of the contract. Should the contract be terminated in this manner, the Exhibitor shall forfeit the amount paid for space rental, regardless of whether or not the IAFC enters into a further lease of the space involved. Interpretation and application of the regulations are within the sole discretion of the IAFC and decisions by the IAFC are final.
- 5. Any Exhibitor who, in the opinion of the IAFC show management, conducts themselves unethically, will be subject to ejection from the conference and/or forfeit the right to exhibit in subsequent years. No disruption of the conference or any exhibitor's right to conduct business will be tolerated.

Eligible Exhibitors

- 6. Any firm/company that markets products for, or provides services to the fire and rescue industry is eligible to exhibit. The IAFC reserves the right to determine the eligibility of any company, product, promotion or part thereof that in its opinion is not in keeping with the character and purpose of the trade show. Political parties and candidates for local, state or national office are not eligible to exhibit.
- 7. The IAFC reserves the right to remove or prohibit any exhibit in whole, or in part, or any Exhibitor or representatives, with or without cause. If cause is not given, liability shall not exceed the return to the Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is removed for violation of these Rules and Regulations, or for any other stated reason, no return of rental shall be made.
- 8. No company or industry will be permitted to exhibit or hold any sponsored activity in any of the conference facilities including hotels designated as part of the conference-housing complex, without the express permission of the IAFC. Please note that while all exhibitors and meeting attendees are invited to the exhibit floor, any company or attendee who is observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the IAFC Exhibition Policy, will be asked to leave immediately. Additional penalties may be applied. IAFC recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite; a restaurant, club or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than

the exhibition floor and at other events. IAFC's policy is that they must be informed of any hospitality suites and expressed consent must be received prior to the event.

Character of Exhibit

9. The IAFC reserves the right to decline an exhibitor permission to conduct, maintain and exhibit if, in the sole judgment of the IAFC Show Management, said exhibitor shall in any respect be deemed unsuitable or offensive to other individuals. This reservation includes, but is not limited to, personnel attire and conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other items, without limitation, which affect the character of the Exhibition or the IAFC.

Payment/Refund Policy

- 10. A 50% deposit is required accompanying the Exhibitor Agreement, which is required in order to reserve space. The balance is due January 1, 2015. Applications received after this date must include full payment. Exhibitors may not occupy assigned space until all monies due to the IAFC are paid-in-full.
- 11. Cancellation of exhibit space is required in writing. If written cancellation is received before January 1, 2015, 50 percent of the total due is retained by the IAFC. No refunds will be made for any cancellations after January 1, 2015.

Downsizing by Exhibitor

12. An Exhibitor may be required to move to a new location if the downsizing of a space is requested. Cancellation penalties apply to the downsized portion of the space.

Subletting of Space

- 13. Contracted exhibitors who have paid for space assignments shall not assign, sublet, or share any space allocated to them without prior written permission from the IAFC, and may not advertise or display goods other than those manufactured or sold by them in the regular course of their business. Space assigned to the Exhibitor is for their exclusive use.
- 14. No other person, firms, organizations, or companies shall be permitted to display or demonstrate their products or services, or distribute advertising materials to conference attendees in any conference area. Non-compliance with this regulation will result in the prompt removal of the offending person and property from the area.

Exhibitor Representative

15. The Exhibitor will be responsible for designating an official authorized agent who will be the primary contact to work with IAFC show management. This person will oversee and understand all contract issues, including those relating to registration, payment, housing, badging, materials handling, booth set up and tear down, operations and logistics, as well as ordering of furniture, signage, utilities, etc. The Exhibitor Representative shall be authorized to enter into service contracts as may be necessary and for which the Exhibitor is responsible. This agent shall receive all official correspondence from the IAFC and be responsible for communicating all information to appropriate individuals.

Exhibit Staff

- 16. Exhibits shall be staffed by technical, qualified individuals who are bona fide company employees or legitimate representatives. Exhibitors must open their exhibit on time each morning and staff it throughout each day until show closing. Exhibit personnel shall wear professional attire consistent with the conference decorum.
- 17. No person under 18 years of age will be permitted on the floor during move-in or move-out.
- 18. All personnel who are representatives of the exhibiting company must register as an "Exhibitor". Hot Zone Booth Space receive two (2) complimentary full conference registration and two (2) exhibit hall only badges per 80 sq ft, Tabletop Display receive one (1) complimentary full conference registration and two (1) exhibit hall only badges per table, Outdoor Exhibit Space receive one (1) complimentary full conference registration and two (2) exhibit hall only badges per 100 sq ft.
- 19. Exhibitors requiring or desiring additional badges for their personnel may obtain extra exhibitor badges at a cost of \$100.00 each. Payment must accompany requests for additional badges. Badges requested at the conference will be on a cash-only basis. Exhibitor badges are good for admittance to the exhibit floor area and

general sessions only and will be good for the length of the conference. Those persons requiring exhibitor badges at the conference may be required to show identification that shows their affiliation with an exhibiting company.

Standard Booth Equipment/Booth Construction

- 20. <u>Linear Booths</u>: 8 ft. x 10 ft. consisting of drape assembled on aluminum stanchions and crossbars; 8-ft. high back drape and a 3-ft. high side drape; and a 7" x 44" booth identification sign. All other equipment, furnishings or services other than those provided as indicated must be arranged for with the decorator and/or the convention center at the exhibitor's expense.
 - a. Use of Space: Regardless of the number of Linear Booths utilized, e.g. 10ft by 20ft, 10ft by 30ft, 10ft by 40ft, etc. display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8ft is allowed only in the rear half of the booth space, with a 4ft height restriction imposed on all materials in the remaining space forward to the aisle.
- 21. End-Cap Booths: 10 ft. deep x 20 ft. wide consisting of drape assembled on aluminum stanchions and crossbars; 8-ft. high back drape in the middle 10 ft of the booth and a 3-ft. high drape on either side; and a 7" x 44" booth identification sign. All other equipment, furnishings or services other than those provided as indicated must be arranged for with the decorator and/or the convention center at the exhibitor's expense.
 - a. Use of Space: The maximum backwall height of eight feet is allowed only in the rear half of the booth space and within five feet of the two side aisles with a four foot height restriction imposed on all materials in the remaining space forward to the aisle.
- 22. <u>Island Booths</u>: Typically 20'x20' or larger and exposed to aisles on all four sides. There is no pipe and drape construction provided.
 - a. Use of Space: The entire cubic content of the space may be used up to the maximum allowable height of 25' including signage (top of signage).
- 23. Multi-Story Exhibits: In many cities, a Multi-storied Exhibit requires prior approval by the exhibit facility and/or relevant local government agency because it is deemed to be a "structure" for building purposes. Please notify show management if your exhibit is more than one level and be prepared to submit plans.
- 24. Any covered exhibit space of 100 square feet or more (including tents and canopies) requires a smoke detector and 2A10BC fire extinguisher.
- 25. Sound Regulations: In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Rule of thumb: Sound and noise should not exceed 85 decibels.
 - a. Exhibitors should be aware that music played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted compositions. ASCAP, BMI and SESAC are three authorized licensing organizations that collect copyright fees on behalf of composers and publishers of music.
- 26. The exhibitors shall have the rights, subject to the provisions herein contained, to arrange their exhibits within the space allotted to them in the manner best suited for displaying and demonstrating the goods manufactured by them. No part of an exhibit shall extend outside of the exhibit space boundary. All materials, items, etc. must be contained within the space assigned to the exhibitors as per the completed agreement and in accordance with booth construction guidelines found herein.
- 27. The exhibitors shall care for their own exhibits and take such steps and precautions as may be necessary to prevent injury or damage to themselves or their exhibits. The Exhibitor shall not place in the exhibit area any material, equipment, apparatus or goods that will in any manner be dangerous or calculated to cause injury to any persons coming in contact with them or result in fire or damage to the building or exhibits. Any such item which may be a hazard to persons or property shall be removed forthwith.

28. Nothing shall be posted, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture. The Exhibitor shall not place in the exhibit area any material or equipment whose presence, appearance or operation produces noise, vibration, odor or other irritant that is objectionable to the IAFC, the Hotel, other exhibitors or visitors. Exhibits that defame or unfairly attack the products or integrity of another Exhibitor, or exhibits that disturb or disrupt the exhibits of another, through audio or video displays or otherwise, are also prohibited.

Apparatus/Vehicle Regulations

- 29. All vehicles must have brakes; vehicles that cannot stop on their own will not be permitted in the exhibit hall.
- 30. Vehicles on display must have fuel tanks filled to the capacity as mandated by the licensor and the local fire department of the jurisdiction where the event is being held. Fuel tank caps must be locked or taped, and battery cables must be disconnected and taped. All fuels are to be removed from trailers, attached tanks and all other like equipment.
- 31. The exhibitor shall comply with and ensure that its employees and agents comply with all legal requirements imposed by a government body. Special building rules regarding the operation of oil or gasoline/diesel engines must be strictly observed, as must all other special building rules and regulations.

Installation & Dismantling of Exhibits

- 32. All goods shall be consigned in accordance with instructions in the Exhibitor Service Manual.
- 33. If you know that your booth will require more than your allotted time to set up, you will need to notify the IAFC Exhibit Operations Manager in writing so that your materials can be delivered to your booth in time. Use the form in the *Exhibitor Service Manual* to notify show management.
- 34. Exhibits are to be set-up during assigned times and be completed by assigned time may be resold or reassigned by the IAFC without obligation on the part of IAFC for any refund whatsoever. In addition, labor will be assigned to install or remove the exhibit from the hall. Labor expense for booths not installed by this time will be borne by the exhibitor. The IAFC is not responsible for any damage to the Exhibitor's product due to setup or removal of the Exhibitor's booth.
- 35. The Exhibitor will not dismantle their display prior to the stated closing hour of the show. No exhibit or any part thereof may be removed during the period of such exhibition, without the written consent of the IAFC.
- 36. Exhibitors shall remove all exhibits and any goods or property brought into the exhibit hall and leave said space both clean and free from all rubbish by established end time.

Security Information

37. The IAFC will provide perimeter security in the exhibit hall from the beginning of exhibitor move-in through move-out hours. You are reminded that this is an open-booth show. The primary responsibility for safeguarding your exhibit and merchandise is yours at all times.

Retail Sales

38. Sales will be permitted on the exhibit floor. The Exhibitor assumes entire responsibility for the collection of any applicable sales taxes on any sales made on the exhibition premises.

Fire Protection

39. All booth decorations and materials must be flame retardant in accordance with the Baltimore Hilton regulations. If an inspection indicates that an exhibitor has not complied with these regulations or otherwise incurs a fire, the exhibitor will be given the opportunity to correct the situation. If the situation is not corrected, IAFC reserves the right to cancel all or such part of said exhibit, which does not conform to the regulations. Please note that it is the exhibitor's responsibility to read and follow these fire regulations. Please make sure to review the Fire Regulations in the *Exhibitor Service Manual*.

Product Information & Food and Beverage Samples

40. Individual contracted companies interested in distributing product samples, circulars or advertising materials may only do so within the booth space assigned to the Exhibitor. Such materials shall not be distributed to the hotel rooms of the conference registrants without the IAFC's prior approval or in any area of the conference facilities that is or is not an assigned area of the IAFC.

41. All food/beverage samples distributed by the IAFC or the Exhibitor are to be approved in advance by the Baltimore Hilton and the in-house caterer.

Cancellation of Exhibition

42. Neither the IAFC nor the Baltimore Hilton, their employees and agents shall have any liability or obligation to the Exhibitor for cancellation or deferral of the Conference. In the event that the premises in which the exhibition is to be held are destroyed or damaged by fire or the elements or any other cause, so the exhibition cannot be held, the Exhibitor shall have no cause of action or claim for damages or compensation against the IAFC except for the return of any amount previously paid, and in such an event, this agreement shall be terminated.

Liability

- 43. The IAFC shall not in any manner or for any cause be liable or responsible to any exhibitor or any other person for any injury or damage to any person, business or property in any way related to or arising in connection with the exhibition; and any and all claims for such injuries or damages are hereby waived and each Exhibitor agrees to indemnify and hold harmless the IAFC and its directors, officers, employees and agents (the "Indemnified Parties") against any and all claims, liabilities, losses and expenses, including reasonable attorney's fees, imposed on, incurred by or asserted against the indemnified parties caused by any act or omission of that exhibitor, or occurring within the exhibit space leased by that exhibitor or arising in connection with the activities conducted by that exhibitor in connection with the exhibition.
- 44. The Exhibitor acknowledges that the IAFC and the Baltimore Hilton do not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor.

Insurance

- 45. The IAFC requires each exhibiting company to provide proof of liability insurance. This is a safeguard measure in the event an accident occurs within your booth. The regular liability insurance carried for your day-to-day operations typically is sufficient. Check with your insurance company. Send certificate by <u>April 25, 2014</u> to: International Association of Fire Chiefs, 4025 Fair Ridge Dr #300, Fairfax, VA 22033-2868; or fax to (703) 273-9363; or email <u>sgilliand@iafc.org</u>.
 - a. The exhibitor shall, at his/her expense, provide insurance for protection of his property against fire, theft, vandalism or destruction by any cause. The exhibitor shall also provide workmen's compensation and general liability insurance in an amount not less than \$1 million per occurrence.
- 46. If the Exhibitor uses a non-official contractor, it too must comply with the above coverage provisions.

Amendment of Rules/Other

- 47. The IAFC reserves the right to make changes, amendments and additions to the rules at any time, and all changes, amendments and additions so made shall be binding on the Exhibitor with the provision that all exhibitors will be advised of any such changes.
- 48. All matters and questions not specifically covered by these rules and regulations and the Exhibitor Agreement are subject to the decision of the IAFC show management, whose decisions will be final.
- 49. Exhibiting companies may only hold hospitality or off-site events during non-exhibit hours. No events may take place while the show floor is open.

INTELLECTUAL PROPERTY

50. The Exhibitor represents and warrants to IAFC that no products or materials used in or in connection with its exhibit infringe the trademarks, patents, copyrights, or other intellectual property rights of any third party. The Exhibitor shall immediately notify IAFC of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, patents, copyrights or other intellectual property rights. The Exhibitor shall indemnify, defend and hold IAFC and its directors, officers, employees, and agents harmless from and against all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to claims of infringement by Exhibitor of the trademarks, patents, copyrights, or other intellectual property rights of any third party. Notwithstanding the foregoing, IAFC shall not be liable for and expressly disclaims all liability for infringement or alleged

infringement of the trademarks, patents, copyrights or other intellectual property of any third party arising out of the actions of Exhibitor.

Performance of Music or Motion Picture

- 51. If any copyrighted materials are to be played at your display, you must obtain the necessary licenses from the copyright owner or licensing agency representing the copyright owner. Music or video being played for the sole purpose of demonstrating a product (speakers, screen, etc.) is permissible without a license.
- 52. Licensing is required when music or video is being played for entertainment purposes (live or recording such as CDs, DVDs, records, tapes). The proper license must be posted in your booth and available for inspection at the request of property authorized agents of the American Society of Composers, Authors and Publishers (ASCAP) Broadcast Music Inc (BMI), or SESAC.
- 53. Neither International Association of Fire Chiefs nor the Hazardous Materials Conference has a license; therefore exhibitors are responsible for obtaining their own licensing.