



TUESDAY – THURSDAY

EXHIBIT DAYS: November 3 – November 5, 2015

Sands Expo Center Las Vegas, Nevada USA

VISIT OUR WEBSITE: www.aapexshow.com

EXHIBITOR REGULATIONS

1. EVENT OBJECTIVE

AAPEX is a trade event sponsored by the Auto Care Association (formerly AAIA) and Motor & Equipment Manufacturers Association/Automotive Aftermarket Suppliers Association providing a market place for all traditional tools, replacement parts, equipment, supplies, chemicals, accessories and automotive related products associated with the aftermarket and to facilitate the exchange of information about new products, marketing concepts and techniques. It is open to car dealers, retailers, convenience service chains, export management firms, importers, jobber/wholesalers, mail order firms, rebuilders of engines and parts, mass merchandisers, service/repair specialists and warehouse distributors, as well as advertising/public relations, manufacturers' reps, non-exhibiting manufacturers, press and other automotive related firms.

2. DEFINITIONS

Auto Care Association (formerly AAIA) and Motor & Equipment Manufacturers Association (MEMA)/Automotive Aftermarket Suppliers Association (AASA) sponsor AAPEX, and William T. Glasgow, Inc. manages AAPEX. MEMA/AASA, Auto Care Association and William T. Glasgow, Inc. are hereinafter referred to as Event Management. The exhibit hall, parking lots, air space and grounds of the Sands Expo Center/Venetian Ballroom, Venetian Hall D and Venetian Hotel are hereinafter referred to as the "Exhibit Areas." The term AAPEX shall include the owners of the Event. These Exhibitor Regulations shall include and incorporate by reference the General Information sheet.

The Application and Contract for Exhibit Space and these AAPEX Exhibitor Regulations are hereinafter referred to as the "Agreement."

3. LOCATION AND DATES

A. Site: The site of 2015 AAPEX is the Sands Expo Center, located at 201 E. Sands Avenue, Las Vegas, Nevada 89109.

B. Setup:	October 30 - November 2	Fri-Mon
C. Exhibits Open:	November 3 - November 5	Tues-Thurs
D. Tear-Down:	November 5 - November 7	Thurs-Sat
E. Exhibit Hours:	November 3 - November 5	Tues-Thurs 9:00 am – 5:00 pm

Early Tear-Down. Exhibitor shall not tear-down prior to 5:00 p.m., Thursday, November 5. It is understood that premature tear-down detracts from the overall merit of the Event. Exhibitors found to be dismantling their booth prior to 5:00 pm on Thursday, November 5th, 2015 will be prohibited from exhibiting at AAPEX 2016.

4. APPLICATION AND FEES

A. Exhibit Space Application and Contract. The Application and Contract for Exhibit Space, these regulations, and exhibitor consent to receive all fax/e-mail communications sent by or on behalf of Event Management, and the Event contractors and service providers and any other regulations adopted by Event Management shall constitute the agreement between AAPEX and the exhibitor. Submission of an Application for Exhibit Space and/or payment for exhibit space does not guarantee that exhibit space will be assigned.

B. Approval. No agreement for the rental of exhibit space exists until Event Management provides written acceptance. At that time, it becomes a legally binding agreement between the exhibitor and Event Management, and exhibitor agrees to comply with all rules and regulations, including any adopted subsequent to the written agreement. Event Management reserves the right to reject applications for space or terminate this agreement with or without cause, and in its own discretion based on its belief regarding the best interests of the Event.

C. Fees. Exhibit space rental fee is \$22.95 per square foot for Auto Care Association (formerly AAIA) and/or MEMA/AASA members, \$37.95 per square foot for nonmembers. Island booths are an additional charge of \$3,990.00. There will be an additional \$500.00 corner charge for peninsula booths- \$250.00 per corner. Incline booths with a corner are an additional charge of \$250.00. The deadline to submit the Exhibit Space Contract to be included in the Space Drawing is March 6, 2015. Standard booths are 10' deep x 10' wide. Any payment made via direct deposit (Either ACH or wire transfer) must be remitted by March 6, 2015. Final payment on booth space must be remitted by June 5, 2015.

D. Member Rates. To qualify for the member rate, the exhibitor must be a manufacturer or distributor member of Auto Care Association (formerly AAIA) or MEMA/AASA in good standing from the time of contract submission through the conclusion of the event. Please call the associations direct for membership information. Please note: To qualify for the NARSA membership rate you can only exhibit in the NARSA Section.

In order to qualify for the member rate, the company listed on the AAPEX space application must join one of the sponsoring organizations by October 1, 2015. All pavilions must have all of the companies each join to qualify for the member rate. For the booth space selection, you must join by April 1, 2015, to qualify as a member. Members select their booth space first before non-members do in seniority order.

If the exhibitor who is listed on the space application is a member of either MEMA/AASA or Auto Care Association (formerly AAIA), they will receive the member rate for their exhibit space. If the exhibitor listed on the space application has any other companies exhibiting within their assigned booth space that are not members of one of the associations, the primary exhibiting company will only receive the member rate for the space they occupy and the other exhibit space will be billed at the non-member rate.

E. Payment. Exhibitor shall submit, with the application, at least 50% of the total exhibit space cost as deposit to confirm reservation of space. The remaining unpaid balance must be paid in full and received by Event Management by June 5, 2015. Checks must be made payable to AAPEX and mailed to 10070 W. 190th Place, Mokena, IL 60448.

PAYMENT IN U.S. FUNDS ONLY!

F. Cancellations and Refunds. Cancellation of all or a portion of any exhibit space must be in writing. Event Management shall withhold \$350 as an administrative fee for any cancellation of exhibit space prior to May 6, 2015. After May 6, 2015, the following refund schedule will be strictly adhered to. When written notification is received from:

- May 6, 2015 to July 1, 2015, Event Management shall retain 50% of rental cost of each 10'x10' booth space cancelled as liquidated damages.
- After July 1, 2015, Event Management shall retain 100% of rental cost of each 10'x10' booth space cancelled as liquidated damages. This includes cutting back on size of booth.

To be listed on the AAPEX Directional/Location Map, we must have your company assigned to a booth number by August 1, 2015. There shall be no refunds for space cancelled after July 1, 2015, for any reason whatsoever, including if AAPEX is sold out, or the Event is not held due to terrorist acts, airline strikes, strikes at the Event facility, or other matters not fully and solely within the control of Event Management. Refunds cannot be allocated towards next year's AAPEX.

Refunds and liquidated damages are based on full exhibit space rental cost and not the deposit. Exhibitors cancelling a portion of the contracted space may not apply deposits for cancelled portion to the remaining contracted space. Event Management shall not be liable for interest on any amount refunded

5. ELIGIBILITY

A. Event management reserves the right to determine eligibility of exhibitor for inclusion in the Event, prior to or after execution of The Agreement.

B. Criteria. To exhibit in the Event, exhibitor must meet one of these criteria:

- 1) A manufacturer shall be a company who offers a product or products for sale to the trade without regard to whether or not said

company is an assembler, packager, exclusive importer, etc., so long as such product or products are exclusively proprietary. For the purposes of these requirements, while an importer may technically be called a distributor, the exclusivity shall qualify him as an exhibitor manufacturer by reason of such exclusivity.

- 2) Non-domestic manufacturers may participate in their government or trade organization block.
- 3) Manufacturer representative firms are not allowed to exhibit. A manufacturer's rep firm may work in an exhibit for an exhibiting company. The exhibiting company that the manufacturer rep firm is representing must have their company name on the exhibit contract and on any other promotional pieces. The manufacturer rep firm may not list their name on the exhibit contract. The manufacturer rep firm may only list their company name on the contract for the exhibitor booth space drawing under the authorization section.

Billing of non-domestic or trade organization exhibit space will be based upon the membership status of the individual companies occupying space within the block rather than that of the government or trade organization. Names and addresses of all firms' assigned space within the block must be furnished to the event offices at least 60 days prior to the opening of the Event.

- 4) Service Organization: In considering the eligibility of an applicant in this category, the Event Committee shall deny an application to a company or enterprise which is a multi-line distributor. The exception to this requirement shall be for such multi-line distributors who have such exclusivity, as on one or more lines, which would qualify them under the provisions of Subparagraph 1.
- 5) Buying Organizations: For purposes of determining exhibitor eligibility, buyer organizations shall be classified as distributors and thus are ineligible. Franchisors, buyer groups (as distinct from buyer organizations) and the like would fall within this category.
- 6) Institutional Exhibitors: For the purposes of determining eligibility of applicants in this category, which shall include trade magazines, consumer magazines, any and all publishers, advertising agencies, and any whose function might be construed as a service to either a manufacturer or buyer, the determinant shall be whether or not the promotion and sales efforts of such applicants are directed toward exhibitors or buyers. Where such a function is clearly a dual one, the Event Committee shall consider the applicant eligible on condition that he promotes or endeavors to sell only that part or element of his service as would be of interest to those categorized as buyers at AAPEX. Thus, as an example, a trade magazine publisher would be forbidden to sell advertising space.

Export Management Companies shall fall within this category and in view of primary service they provide to manufacturers, they, therefore, would not qualify as exhibitors.

C. Products Displayed. Product to be displayed must be automotive parts, accessories, equipment or other industry related products or services. No exhibitor shall display any product or display or distribute advertisements for a product which is considered by Event

Management to infringe on another exhibitor's U.S. intellectual property rights (patent, trademark, trade dress or copyright). **Please note: Demonstrations: An Exhibitor may not use a competitor's product in a demonstration for any type of comparisons. Please see AAPEX IP addendum attached.**

Exhibitor agrees to advertise or display only those products that (1) are listed by the exhibitor in a proper category and sub category on the AAPEX website (www.aapexshow.com) in the Exhibitor/Product Category Search" tab no later than October 1, 2015, and (2) are intended for sale and generally used in a manner that conforms to State, Federal or other applicable laws or regulations.

Event Management, in its sole judgment, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products which are in violation of this paragraph or do not meet the event objectives or conform to these regulations.

D. Counterfeiting: An exhibitor may not display any counterfeit products, or another manufacturer's products which have been purchased or lifted from a distributor or another manufacturer, or any products which are deemed by Event Management in its sole discretion to be deceptively or illegally marketed. Exhibitors who display products on the exhibit floor or offer products in their catalogues or other media displayed or accessible at AAPEX that are considered by Event Management, in its sole judgment, to infringe on another exhibitor's U.S. intellectual property rights (patent, trademark, trade dress or copyright) will face sanctions by Event Management. Sanctions are up to the Event Manager, and may include closing the booth, together with a ban from the event and loss of seniority privileges and other sanctions as deemed appropriate by Event Management. The owners of AAPEX – the Motor & Equipment Manufacturers Association (MEMA)/Automotive Aftermarket Suppliers Association (AASA) and the Auto Care Association (formerly AAIA) – urge all manufacturers who file complaints about intellectual property and/or counterfeiting violations at AAPEX to honor a two-week embargo on issuing press releases relating to the complaint(s). Exhibitors who choose to issue a press release take full responsibility for the accuracy of all statements and information contained in the press release.

AAPEX is confident that all of our exhibitors seek to maintain the highest standards of compliance with American law and industry standards. If you have any questions concerning AAPEX rules, regulations and compliance procedures on this, or any other matter prior to the event, please contact WT Glasgow at 708-226-1300. During the event, please direct any problems concerning possible intellectual property violations to the Intellectual Property office located in meeting Sands Room 304, (Level 1) at the Sands Expo Center.

Please see AAPEX IP addendum attached.

E. Noncompliant Product. An exhibitor may not show any products, or another manufacturer's products which have been identified by the Department of Transportation, National Highway Traffic Safety Administration (NHTSA) to Event Management as failing to comply with the applicable Federal Motor Vehicle Safety Standards (FMVSS). Exhibitors who display products on the exhibit floor or offer products in their catalogues displayed at AAPEX that as the result of prior NHTSA testing or in cases where it is readily apparent to NHTSA that a product does not meet FMVSS will face sanctions by Event Management.

Sanctions are up to the Event Manager, and may include closing the booth, together with a ban from the event and loss of seniority privileges and other sanctions as deemed appropriate by Event Management. If you have any questions concerning compliance with FMVSS, please contact the Office of Vehicle Safety Compliance, NHTSA at ovsc@nhtsa.dot.gov. If you have any questions concerning AAPEX rules, regulations and compliance procedures prior to the event, please contact WT Glasgow, AAPEX Event Manager at 708-226-1300. During the event, please direct any problems concerning possible violations of FMVSS to the Intellectual Property Room at the event office located in Sands Room 304 of the Sands Expo Center. **Please see AAPEX IP addendum attached.**

F. Event Seniority Rules. Any authorized assignments are subject to the Event Seniority Rules implemented by the Event Operating Committee.

Pavilions: Seniority points for pavilions are given to the pavilion organizer only and can be used for and/or transferred to individual companies. If a pavilion has high seniority and the exhibiting companies have less seniority, it doesn't mean they are assigned a better location. Furthermore, companies that participate as part of a pavilion organizer, but exhibit outside of the assigned pavilion organizer's space are not given seniority as the pavilion organizer, only their own years of exhibiting at AAPEX. Any pavilions tearing down early will lose exhibition space for future years.

Companies may earn one seniority point for each year an exhibitor exhibits in AAPEX.

Transfer of seniority points may occur with the sale of an exhibiting company to a non-exhibiting company, provided the exhibiting company participated in at least one of the two most recently completed events. Sale of an exhibitor to any other exhibitor is the only action which can increase seniority points other than continued participation in AAPEX. Exhibiting company sold to another exhibiting company with the two companies continuing to exhibit independently – each retains its separate seniority points. If at any future time the two companies are combined into one, the surviving company retains the higher of the two seniority point amounts, but not a combination of the two, provided the acquired company participated in at least one of the two most recently completed events.

G. Forfeiture. Seniority points are forfeited as follows:

- a. Discontinuing operations of the company.
- b. Sale of the company, and the acquired company does not exhibit under the name of the acquiring company or the acquired company.
- c. The acquiring company sells or discontinues operations of the acquired company.
- d. The sale of a product, product line or name does not constitute the sale of a company. If the sale causes the exhibiting company to discontinue operations, all points are forfeited.

H. Exhibitors can lose all or a portion of their seniority points as the result of exhibit infractions listed below:

- 1) An exhibit that is in violation of event regulations must be corrected when notified by Event Management.
- 2) Any action that is in violation of the Event rules and regulations.
- 3) Sub-leasing of exhibit space is not permitted.

- 4) Any behavior of poor character which Event Management considers objectionable to the Event's well-being or anything detrimental to the image of Event Management.
- 5) Seniority points are forfeited if used to acquire exhibit space for a company other than the exhibitor possessing the points. Forfeited seniority points are not redeemable. The Event Operating Committee/Event Management is the final authority on all questions regarding this policy.
- 6) A manufacturer who does not exhibit in two consecutive years loses all seniority.
- 7) A manufacturer who does not exhibit in three of four consecutive years, loses all seniority.
- 8) An exhibitor will not lose any seniority if they decide to downsize their exhibit space.
- 9) If a non-exhibiting manufacturer of AAPEX holds a function at one of the AAIW Hotels, they would lose all of their seniority. We do not permit non-exhibitors of AAPEX to hold meetings, functions, or rent meeting rooms/hospitality suites.

6. EXHIBIT SPACE PROVISIONS

A. Equipment, Furniture, Carpet. Standard equipment provided by Event Management for all linear 10' deep exhibit space rental includes 8' high drapery backdrop, and 3' high drapery side dividers to delineate exhibit spaces, and a 7" x 44" identification sign. For peninsula exhibits, standard equipment provided is 8' high, 10' wide drapery backdrop, and set back 5' from each aisle. No drapery is provided to island exhibits. All exhibits must be carpeted. The cost of carpeting is paid by the exhibiting company.

B. Standard Booth Equipment/General Section/AIA Section, AWDA Section and Tool and Equipment Section. All booths will be equipped with an 8' high draped backdrop, with 33" draped side rails. The 8' high draped backdrop will be gray on each side and white will be centered. The 33" draped side rails will be gray. The aisle carpet color is tuxedo. **The exhibitor must provide carpet for their booth at their own expense, Event Management is not responsible.** A standard 7" x 44" sign showing company name and booth number will be provided.

C. NARSA Section Booth Equipment. All booths will be equipped with an 8' high draped backdrop, with 33" draped side rails. The 8' high draped backdrop will be gray on each side and white will be centered. The 33" draped side rails will be gray. The aisle carpet color is blue. **The exhibitor must provide carpet for their booth at their own expense, Event Management is not responsible.** A standard 7" x 44" sign showing company name and booth number will be provided.

D. Remanufacturing Section Booth Equipment. All booths will be equipped with an 8' high draped backdrop, with 33" draped side rails. The 8' high draped backdrop will be gray on each side and white will be centered. The 33" draped side rails will be gray. The aisle carpet color is green. **The exhibitor must provide carpet for their booth at their own expense, Event Management is not responsible.** A standard 7" x 44" sign showing company name and booth number will be provided.

E. Dimensions. Width of exhibit space shown on the official floor plan is measured from the center of side rails and depth is the overall measurement from the face of the front post to the back of the rear post. Exhibit structures must be constructed to allow sufficient tolerance on all sides for drapery side rails and backdrop (at least 3 inches), and to

allow ample room at the back of the booth for access to electrical wiring, (at least 9 inches, i.e., a 10' x 20' space has 9'3" x 19'6" useable space).

F. Linear Exhibits. All standard linear exhibits are confined to a maximum height of 8'3" unless on a perimeter wall. For 10' and 20' wide exhibits, any sign or display between 4' and 8' in height must be set back at least 5' from the aisle. For exhibits 10' x 30' or larger, any sign or display between 4' and 8' in height must either: a) be set back at least 5' from the aisle or b) be located at least 10' from any neighboring exhibit. Any type of flags, banners or structure must not exceed the maximum height of 8'2.44m. We do not permit canopies or any part of the booth having any type of flags, banners or structure overhang in the aisles.

G. Cross Aisle Displays. Cross aisle displays pertaining to Standard In-Line booths or Peninsulas are not permitted. **Only** Cross-aisle displays are allowed if the exhibitor takes 2 full Island booths exceeding over 2,000 sq. ft. per Island.

H. Peninsula Exhibits. Peninsula exhibits (minimum 20' x 20' block of exhibit space with aisles on three sides) are permitted a maximum height of 20' on the upper level. Peninsula exhibits on the lobby level are permitted to the height of 14'. The back wall may be built to a height of 14'/20' or applicable, but must drop down to a height level of 4', and must remain at 4' height level, 5' in from both side aisles. Any sign or display between 4' and 18' in height must either: a) be set back at least 5' from the aisle or b) be located at least 10' from any neighboring exhibit.

I. PLEASE NOTE: Please Check Floor Plan for Columns and Expansion Joints. There are expansion joints located throughout the exhibit hall. Contact AAPEX Event Management for location. This could add an expense to your booth display. AAPEX, Auto Care Association (formerly AAIA), MEMA/AASA, W.T. Glasgow Inc., Sands Expo, Venetian Hotel and Freeman Company are all not responsible for any additional cost to the exhibitor or ECA due to the column or expansion joint adjustments.

J. Island Exhibits. Island exhibits (minimum 20' x 20' block of exhibit space, with aisles on all four sides) are permitted a maximum height of 20' on Level 2. Island exhibits on Level 1 are permitted to the height of 14'. Because an island exhibit is automatically separated the width of an aisle from all neighboring exhibits, full use of the floor space is permitted, without any other restrictions.

K. Structural Integrity. All multi-story exhibits, regardless of whether people will occupy the upper area or not; exhibits with hanging signs and all exhibit fixtures and components exceeding 14' are required to have drawings available on site for inspection by Event Management, the installation and dismantling contractor and governmental authority. Only peninsula and island exhibits can exceed 14' in height. These should be available from the time the erection of the exhibit is commenced, until it is dismantled. Drawings must include a signature or stamp of a reviewing structural engineer, indicating that the structure design is properly engineered for its proposed use. Also, a signature is required of an authorized official of the exhibit building company indicating that the structure is built in compliance with the details and specifications set forth on the drawings. Signs must also be posted indicating the maximum number of people the structure will accommodate. Exhibitors are cautioned when installing a display with

a ceiling or second level to check with the local fire department to ensure that the display meets with necessary fire safety precautions including smoke alarms, fire extinguishers, sprinkler systems, etc.

L. Hanging Signs. Hanging identification signs and graphics will be permitted to a maximum height of 24' (7.3m), provided written approval is received from Event Management at least 60 days prior to the event. Hanging signs are only permitted within a Peninsula or Island exhibit. Hanging signs are not permitted on the Level 1. Peninsula signs may have nothing on the side facing adjacent exhibits.

M. Installation Exclusions. All exhibits must be free standing. No bolts, screws, hooks, or nails shall be driven into or otherwise attached to the walls or floor of the exhibit areas. No part of the display may be attached to or otherwise secured to the drapery backdrop or side dividers. In addition, no decals or other adhesive materials shall be applied or affixed to the walls, pillars or floor of the exhibit areas. Exhibitor shall not post any sign of any description except within the confines of the exhibit space assigned.

N. Unfinished Areas. All open or unfinished sides of the exhibit space which may appear unsightly must be covered or Event Management will have them covered at the exhibitor's sole expense. Any portion of the exhibit bordering another exhibitor's space must have the backside of that portion finished and not carry any identification signs or other copy that would detract from the, adjoining exhibit. All booths must be carpeted at the exhibitor's expense.

O. Display Vehicles. Display vehicles must have battery cables disconnected, fuel tanks with one gallon of fuel, and fuel tank filler caps equipped with locking caps and/or sealed with tape. Exhibitors who intend to display a vehicle within the confines of their booth must obtain a vehicle display permit from the Clark County Fire Marshal. The application for Permit can be found on the Online Exhibitor Guide. Failure to notify Event Management and/or apply for the permit no later than three (3) weeks prior to move-in could result in higher permit fees or non-admission of the item/service to the exhibit floor.

P. Display Rules. Display Rules and Regulations are included as a part of this Agreement, and provided to all exhibitors in the Exhibitor Guide and Service Manual.

Q. Exhibitor Guide and Service Manual. Activities, programs, furniture, equipment, and event services are fully explained in the Exhibitor Guide and Service Manual provided to all exhibitors by Event Management. The regulations included in the Exhibitor Guide and Service Manual are a part of this Agreement.

7. EXHIBIT SPACE ASSIGNMENT

A. Method. The method of determining space assignments shall be established by Event Management and may be changed from time to time without notice to exhibitors in order to accommodate what Event Management perceives as the best interest of the Event.

B. Floor Plan. Space assignments shall be as indicated on the exhibit space rental agreement. However, should conditions or situations warrant, Event Management reserves the right to rearrange exhibitors or adjust the floor plan to accommodate the best interest of the Event. The floor plan maintained by Event Management shall be the official

floor plan. Changes may occur at any time to accommodate event needs.

C. Subletting Space. Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in the said exhibit space without the written consent of Event Management. [Any exhibitor that is found to be subletting their booth space will be prohibited from exhibiting at AAPEX for a period of five (5) years.]

D. Assignment/Transfer. The agreement is non-assignable by exhibitor except where assignment is in connection with sale or other transfer of the assignor's trade or business to the assignee, but such an assignee shall display only products or services manufactured or marketed by the assignor. In the event of such an assignment, exhibitor must provide written notification to Event Management.

Any authorized assignments are subject to the Space Assignment Procedure implemented by the Operating Committee.

8. ADMISSION REGULATIONS

A. Badges. Admission to the Event is by official AAIW badge — one badge admits participants to both events. (Special badges are distributed for set-up and tear-down). Badge must be worn at all times, including set-up and tear-down. Badges are the property of Event Management and are non-transferrable. Any exhibitor found to be selling badges in any capacity will be prohibited from exhibiting at future AAPEX shows.

B. Children. Children under 16 years of age will not be allowed anywhere in the Exhibit Areas, at any time.

C. Pre-Event Hours Entry. Exhibitor personnel are allowed to enter the hall at 7:00 a.m. each exhibit day. Any exhibit requiring earlier entry must obtain written permission from Event Management.

D. Exiting the Hall. Exhibitors must exit the hall at posted times during set-up and tear-down, and at 5:30 p.m. on Tuesday November 3, Wednesday, November 4 and Thursday, November 5.

9. SET-UP

A. Freight Target Times. Exhibitors are assigned a Freight Target Time for the on-time arrival of freight only. The time listed on the targeted floor plan doesn't mean that your freight will be unloaded at that time. It could possibly be unloaded within 1 to 8 hours of that designated time listed. Do not order carpenters or labor until your freight is actually located in your booth. Please meet this time in order to avoid a 15% freight handling surcharge. To request a change in the assigned freight target time write to:

Attn: Ted Merich — AAPEX, c/o Freeman Company, 6675 West Sunset Road, Las Vegas, NV 89118. (Phone: 702-579-1700 or email: Ted.Merich@Freemanco.com)

B. Freight. Shipments of displays and exhibit materials arriving prior to the first set-up day must be sent prepaid to AAPEX, Exhibitor Name, Booth No., Freeman Company, 6675 West Sunset Road, Las Vegas, NV 89118. No shipments will be accepted at the Sands Expo Center prior to Friday, October 22, 2015.

C. Display Installation. All exhibits must be set and in place by 5:00 pm on Monday, November 2, 2015. The hall will be closed to all exhibitors, I&D companies and exhibit booth personnel at 5:30 pm Monday, November 2, 2015, so that we can remove all empty crates and cartons; clean the aisles; lay aisle carpeting, etc. All plastic used to cover the carpeting in the exhibit booth must be removed by this 5:00 pm deadline. **Please Note:** If you have a Saturday, October 31, 2015 freight move-in, your freight must be delivered at that time. If you have a Saturday, October 31, 2015, booth set-up, you may set-up on Saturday, Sunday and/or Monday, but must be set up by 5:00 pm on Monday, November 2, 2015. If exhibit is not set by 5:00 pm on Monday, November 2, the exhibiting company will be fined \$1,000.00 and loss of seniority for that year and will not be permitted to exhibit at the 2016 AAPEX Show.

D. Late Installation. If installation of any crated exhibit has not been completed by 5:00 p.m., Monday, November 2, and no arrangements for set-up have been made, then Event Management shall order the exhibit to be erected and the exhibitor will be billed for and agrees to pay for all charges incurred. Event Management shall not be liable for damages that may occur during this exhibit set-up. In addition, there will be a \$1,000 fine and loss of seniority for that year, and will not be permitted to exhibit in 2016.

This doesn't apply to exhibits in the **9200, 9300, 9400, 9500** aisle located on the Level 1. They have until 9:00 p.m. Monday, November 2, 2015 to set-up in this area. Please note the following: Late penalties will not be issued to exhibitors in the following exhibit aisles 9200, 9300, 9400 and 9500. Event management is not responsible for the cost of hotel rooms and airline tickets in case of any delays in setting up or any early set-up areas.

E. Space Abandonment. Any space not claimed and occupied prior to 5:00 p.m., Monday, November 2, 2015, for which no special arrangements have been made, may be resold or reassigned by Event Management without obligation on the part of Event Management for any refund whatsoever.

F. Late Set-Up. Exhibits targeted as late set-up can be installed until 9:00 p.m., Monday evening, November 2, 2015.

10. TEARDOWN

A. Removal of Product or Equipment. Once brought into the event, the removal of product and equipment prior to tear-down must conform to the Merchandise Removal regulation stated in the Exhibitor Guide and Service Manual. Merchandise exit passes will be issued for material removal between the hours of 4:00 and 5:00 p.m. on Thursday, November 5. All display materials must remain in the exhibit hall until 5:00 p.m. prior to 8:00 a.m. Thursday, November 5, standard removal rules apply, and any personnel removing merchandise must have a pass approved and issued by Event Management.

B. Timely Dismantle. Exhibitor agrees to dismantle its display as soon as practical after the end of the Event. Exhibitor further agrees to indemnify and save Event Management harmless against any and all claims which may arise by virtue of damage to the premises caused by exhibitor's display or costs paid by Event Management due to holding over by exhibitor past its allotted time of occupancy.

C. Early Tear-Down. Exhibitor shall not tear-down prior to 5:00 p.m., Thursday, November 5. It is understood that premature tear-down detracts from the overall merit of the Event.

Exhibitors found to be dismantling their booth prior to 5:00 p.m. on Thursday, November 5th, 2015 will be prohibited from exhibiting at AAPEX 2016.

In the event exhibitor begins tear-down prior to the above stated time, the exhibitor will be subject to a loss of seniority for future shows or jeopardize themselves for exhibiting at future AAPEX Events.

D. First Down. Exhibitors targeted as "First Down" must dismantle exhibits immediately at the close of the Event in order that empty crates may be returned to the hall without delay.

E. Tear-Down Security. Exhibitor personnel must remain in the exhibit area until the exhibitor's display materials are secured. All product should be securely packed before leaving the exhibit. Event Management and Freeman Company cannot assume responsibility for any exhibit material left unattended in the hall during tear-down. In no event shall exhibitor allow display materials to remain in the Exhibit Areas after 12:00 noon, Saturday, November 7. If display or materials remain after such time, Event Management may remove same, and exhibitor shall be liable for and agrees to pay all costs for dismantling and storage. Event Management shall not be liable for any damage to the display or materials due to their removal or storage.

11. OPERATION AND CONDUCT

A. Regulation & Restriction. Event Management reserves the right to regulate and/or restrict exhibits to a reasonable noise level. Use of sound motion pictures and tape recorders will be permitted, where appropriate to the display, provided sound is maintained at not more than 85dB peaks, on the C weighted scale as measured on a Scott Instrument Lab Type 452 Sound Level Meter (ANSI Type 2), on the "SLOW" meter position, in any and all adjacent exhibit areas. AAPEX reserves the right to restrict exhibitor's use of sound and other devices which may interfere with the best interest of AAPEX as a whole. Event Management is authorized and empowered to disconnect the supply of electricity to any Exhibitor who exceeds said Sound Level maximum, without any liability to said Exhibitor.

Event Management also reserves the right to regulate and/or restrict exhibits to suitable methods of operation and display of materials. These sound restrictions include any product and power equipment in a demonstration that may cause a distraction to neighboring exhibitors who cannot conduct business in their exhibit area because of the noise factor. If for any reason an exhibit and/or its contents are deemed objectionable by Event Management, the exhibit shall be subjected to removal at exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, or any item of poor character which in the sole judgment of Event Management is detrimental to the Event. In the event such an amendment or restriction is enforced, Event Management shall not be liable for refunding exhibit space rental fees or exhibit equipment rental fees, except at their sole discretion. Exhibitor hereby expressly waives any right and all claims, actions or demands for damage, costs and expenses, including legal fees, against the Sands Expo Center/Venetian, Palazzo Hotel, Venezia, Event Management, their directors, officers, agents, employees and/or

servants for such amendment or removal. **Please note: Demonstrations: An Exhibitor may not use a competitor's product in a demonstration or any type of comparisons.**

B. No Retail Sales. Exhibitors are not permitted to sell products for delivery at the Event. Orders may be taken for future delivery only.

C. Prohibited Displays. Exhibitor shall not exhibit, offer for sale, or provide advertising or literature concerning products or services not manufactured, represented, or exclusively distributed by them. No animals, reptiles, birds, rodents, or insects may be used as part of any exhibit or display. Robots may be used only upon the written consent of Event Management, and must be confined to the exhibit space rented. No helium balloons are permitted within the exhibit area. Exhibitors shall not permit exhibitions, raffles, donations or other promotional measures that require members or guests to be present at a specified location and time and all unusual promotion plans must be approved by the Event Office no later than July 31, 2015.

No exhibitor shall foster or conduct any event during the AAPEX Exhibit hours, other than a luncheon within the Sands Expo Center/Venetian, Palazzo Hotel, Venenzia, not to exceed one and one-half hours, which would take attendance from the Exhibit floor.

Exhibitors/Non Exhibiting Manufacturers are not authorized to hold functions off-site and provide private transportation to those functions and trade events from AAPEX during exhibit hours.

D. Outboarding/Suitcasing Prohibited. Any company holding an exhibit, demonstration or display in a Clark County, NV hotel, suite, meeting room, or other non-official AAIW venue during AAPEX will face sanctions by Event Management. Sanctions may include loss of seniority privileges, a ban from the event and other sanctions as deemed appropriate by Event Management.

E. Exhibit Obstructions. Exhibitors are not allowed to obstruct the view, occasion injury or adversely affect the displays of other exhibitors. This includes demonstrations.

F. Exhibit Personnel. All personnel, models/demonstrators must be properly clothed and dressed appropriately at all times and must confine their activities to the contracted exhibit space. Personnel may not enter the exhibit space of another exhibitor without permission from that exhibitor and at no time may anyone enter an exhibit space which is not staffed. An exhibitor whose personnel enter the exhibit space of another exhibitor, without permission from that exhibitor, are subject to penalties for a rules violation, including a loss of all or a portion of their seniority points.

G. Use of Carrying Devices. Dollies, carts and other rolling devices will not be permitted on the exhibit floor during exhibit hours without the written consent of Event Management.

H. Damages and Insurance. Exhibitor is responsible for all damage to property caused by exhibitor personnel. Should such damage occur, exhibitor is liable to the owner of the damaged property. Exhibitor must carry insurance for loss of product or damage of product while exhibiting at AAPEX. AAPEX is not responsible.

Exhibitor shall be liable for, and shall insure against, all injuries or damages caused by the acts or omissions of the exhibitor or its employees, representatives, servants, agents, licensees, invitees,

patrons, guests or contractors. Exhibitor agrees to obtain and furnish to Event Management at least thirty (30) days prior to set-up a certificate of insurance showing that there is in effect a policy of a minimum of \$1,000,000 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability in which Event Management and the Sands Expo Center, Interface Group, Nevada, Inc., Interface Group - Massachusetts, Inc., and the Las Vegas Sands, Inc. and their directors, officers and employees as additional insureds and Banc One Mortgage Capital Markets, LLC, as administrative agent and as collateral agent are each named as additional insureds. Exhibitor shall obtain workers compensation insurance, and provide proof of same to Event Management, for all exhibitor's employees.

The exhibitor is responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Sands Expo Center leased or used by exhibitor which are caused by the acts or omissions of exhibitor, or their employees, representatives, servants, agents, licensees, invitees, patrons, guests, or contractors. Exhibitor is also solely responsible for any injuries or damages sustained or caused by it in connection with AAPEX, whether or not they occur at the Sands Expo Center. This includes, but is not limited to, booth construction, booth set-up, travel to or from AAPEX, activities of the Exhibitor's employees or third parties subject to the super vision of Exhibitor, or any other activities carried on in connection with AAPEX. Exhibitor shall defend, indemnify and hold harmless Event Management and The Sands Expo Center, their officers, employees, and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of exhibitor's use or occupancy of the premises or from any breach by exhibitor of any condition of this contract, or from any act or omission of exhibitor, or their employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors. The Exhibitor agrees to make no claim for any act or omission of Event Management taken in accordance with the Exhibitor Regulations.

I. Advertising. Exhibitor shall not, without the consent of Event Management, distribute or permit to be distributed any advertising matter, literature, souvenir items or promotional materials in or about the exhibit areas except from its own allotted exhibit space.

J. Food and Beverages. Alcoholic beverages may not be served within an exhibitor's exhibit space without written permission from Event Management. Exhibitors receiving permission to serve alcoholic beverages must provide a certificate of insurance for Liquor Liability naming Event Management as additional insured. Alcoholic beverages may not be served during exhibit set-up or tear-down under any conditions. Exhibitors must have approval of Event Management before dispensing or distributing any food, snacks or beverage items within an exhibitor's exhibit space. Any food and/or snack and/or beverage and/or use of food equipment within an exhibitor's exhibit space MUST BE PROVIDED BY THE OFFICIAL CATERER, SANDS EXPO CENTER CATERING DEPARTMENT, Contact: 702-733-5366. Preparation of food within the exhibit areas is prohibited.

K. Photography/Video Recording. No exhibit, performance or event presented at the Event shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind without the express written consent of Event Management.

Attendees shall not photograph or videotape the exhibit or product of any exhibitor. Cameras are not permitted (other than by press) unless a permit is obtained at the Event Management Office and photographs have been authorized by exhibitor. Event Management has the right to confiscate film or other media from any type of camera. Event Management is authorized to record and use audio/visual materials and photographs taken at AAPEX.

L. Authority. Event Management is the final authority on all matters relating to operation and conduct.

M. Celebrity Appearances/Giveaways. You may have a celebrity in your booth signing autographs providing that the line of attendees does not block neighboring exhibitors.

You must provide security in the aisle to prevent any type of traffic problems and the exhibiting company who has the celebrity is responsible for any and all charges incurred for traffic control in the aisles around their booth. This regulation also pertains to any type of giveaways being handed out in the booth that may block neighboring exhibitors' booths.

N. Product to be displayed is not manufactured by exhibitor but exhibitor has sole and exclusive right to sell the product for the entire United States. Exhibitor must provide Event Management documentation to substantiate this criteria. Distributors are required to submit a letter of appointment from the manufacturer on the manufacturer's letterhead.

O. Product is packaged and marketed under the exhibitor's trade style or brand name and is supported by current cataloging and price sheets.

P. Demonstrations: An Exhibitor may not use a competitor's product in a demonstration or any type of comparisons.

Q. IP Rights. No exhibitor shall display any product that Event Management, in its sole discretion, deems to infringe on another exhibitor's U.S. intellectual property rights (including patent, trademark, trade dress or copyright). **Please see AAPEX IP addendum attached.**

R. BMI, ASCAP, SESAC. Any AAPEX Exhibitor who exhibits at AAPEX warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, Event, unless the AAPEX Exhibitor has previously thereto reproduced or used incident to the Exhibitor's participation in the obtained written permission from the copyright or trademark holder. The AAPEX Exhibitor acknowledges that the AAPEX Exhibitor acts under this Agreement as an independent contractor, charged with the responsibility in its sole discretion for selection, performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as it deems appropriate and that it undertakes strict compliance with all laws respecting copyrights and trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. Exhibitor warrants that in the performance of this Agreement, The AAPEX Exhibitor will not infringe any statutory common law or other

right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group. AAPEX Exhibitors agree to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the AAPEX Exhibitor, its agents or employees upon or within the premises covered by this Agreement, including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. The AAPEX Exhibitor will indemnify, save and hold harmless Event Management and the Facility and their directors, officers, agents, employees and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights, royalties and fees and the performance, reproduction and use of musical, literary and artistic works or in the name of a performing individual or group.

12. VIOLATIONS

The exhibitor shall be bound by the rules and regulations set forth herein, and by such additional rules and regulations which may be established by the Sands Expo Center or Event Management. Event Management shall have the power to adopt and enforce all Event rules and regulations, and their decision on these matters will be final. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of Event Management.

Any violation by the exhibitor of any of the terms and conditions herein shall subject exhibitor to sanctions, including but not limited to the cancellation of The Agreement to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Event Management shall have the right to take possession of the exhibitor's space, remove all persons and properties of the exhibitor and hold the exhibitor accountable for all risks and expenses incurred in such removal. In no event shall there be any obligation on the part of Event Management to return any funds paid by the exhibitor.

13. LABOR

A. Labor Contracts and Agreements. The exhibitor agrees to abide by all agreements made between Event Management, the unions, the official Event service contractor, the Sands Expo Center or any of its agents pertaining to using union labor in the exhibit areas.

B. Use of Union Labor. In order to conform to union contract rules and regulations, it will be necessary that all exhibitors use qualified union personnel for the various services required when installing and dismantling exhibits and for material handling within the event, including, but not limited to: off-loading and delivery of exhibit/display materials to exhibit space; pick-up, storage and return of empty crates; expedition of out-bound shipping; exhibit/display materials set-up and tear-down; and exhibit space cleaning.

To assist you in planning for your participation in the Event, we are certain you will appreciate knowing in advance that Union labor will be required for certain aspects of your exhibit handling. To help you understand the event site work rules, we ask that you read the following:

EXHIBIT LABOR

Teamsters Local Union #631 has jurisdiction through a labor agreement with FREEMAN COMPANY for the erection, touch-up, dismantling, and repair of all exhibits when this work is done by persons other than your full-time company personnel. This work is to include wall coverings, floor coverings, pipe and drape, painting, hanging of signs and decorative materials from the ceiling, placement of all signs and the erection of platforms used for exhibit purposes.

Local #631's jurisdiction does not cover the placement of your products on display, the opening of cartons containing your products, nor the performance, testing, maintenance or repairs of your products.

If full-time company personnel are utilized to set an exhibit, they should carry positive company identification, such as a medical identification card or a payroll stub. Also provide a Certificate of Insurance.

This rule prohibits the utilization of workers hired from a non-union agency or company.

To secure labor, please utilize the labor forms contained in the exhibitor guide and service manual.

AAPEX EVENT RULES AND REGULATIONS FOR OTHER THAN OFFICIAL SERVICE CONTRACTORS

Persons or organizations other than those designated as official contractors for the 2015 AAPEX who are proposed for the performance of any services within Sands Expo Center/Venetian Hotel for an exhibitor at AAPEX and approved by Event Management will:

1. Be given the right to provide services requested by an exhibitor in the set-up and dismantling of exhibits on the exhibit floor and shall have the right to utilize qualified employees.
2. Not conflict with existing labor regulations or contracts, and in fulfilling their obligations, the independent contractor shall adhere to the regulations set up by hall and Event Management regarding entrance. An Exhibitor-Appointed Contractor (EAC) must have a signed contract with the exhibitor to do the exhibit booth construction for set-up and teardown.
3. Possess a public liability and property damage insurance policy for at least \$1,000,000, shall be a signatory and conform to current accepted labor contracts.
4. Have a true and valid order for service from an exhibitor in advance of the show move-in date, and shall not solicit business upon the exhibit floor or during the move-in dates.
5. Provide adequate notice to Event Management of the exhibitors who have retained them, and the services to be performed for each, as well as evidence of conformation with the provisions of paragraphs 3 and 4 above which Event Management will keep confidential. Event Management will consider this notice from the independent contractor as sufficient evidence of the relationship between them and their clients. Exhibitor will verify authorization for installation and dismantling upon request of the Event Management.
6. Be responsible for adherence to all rules of ingress and egress in a timely, professional manner, and shall complete his installation prior to 5:00 p.m. on Monday, November 2, 2014 and not to start

dismantling/packing prior to 5:00 p.m., Thursday, November 5, 2014.

7. Prior to starting work, furnish Event Management the names of all employees who will be working in the hall, as well as **names, addresses, and telephone numbers of key executives for emergency contact**.
8. Cooperate fully with the official contractor and assist in fulfilling their responsibilities, especially by refraining from placing an undue burden on the service decorator by interfering with the efficient utilization of labor by the official contractor.
9. Share with the official contractor all reasonable costs related to his operation, including overtime pay for stewards, restoration of exhibit space to its initial condition, etc.

SECURITY AND GUARD SERVICE

Special guard service may be ordered by completing the order form found in the Online Exhibitor Guide. Event Management will, by the employment of a reputable guard service, exercise due diligence in protecting the property of exhibitors from theft, damage by fire, etc., but does not assume responsibility for such losses by exhibitors.

Event Management has set forth the following procedures to be followed at this year's Event:

- All persons entering or leaving the exhibit area must wear a badge issued by Event Management.
- All material leaving the exhibit area must be accompanied by a Bill of Lading or a Merchandise Pass.
- During installation and dismantling periods, no one will be permitted in the exhibit area before 7:30 am.

In an effort to prevent losses of your material once it is inside the exhibit area, Event Management offers the following suggestions:

- Insure your material and fixtures from the time they leave your plant until its return.
- List the number of pieces in shipment on the Bill of Lading and carefully identify as to number of crates, cartons, etc. **DO NOT IDENTIFY CONTENTS.**
- Securely fasten all items to display panels and use dummy products whenever possible.
- At the break of AAPEX, do not leave your product unattended. Hire a security guard that night if you leave the exhibit hall.
- Move your material into the Security Room provided by AAPEX each night before leaving the building if not using safety containers or special guards.

Collapsible safety containers are available on a rental basis to exhibitors throughout the installation, Event and dismantling periods. They deserve your careful consideration. Please refer to the Security Order Form found in the Online Exhibitor Guide.

Consider individual guard service for your exhibit for all hours when you are not in attendance if your material cannot be placed in a safety container or moved into the security room each night. The value of your material and the extreme inconvenience experienced when samples

are lost make this investment worthwhile. Please refer to the Security Order Form found in the Online Exhibitor Guide.

Do not sell, give away or trade merchandise after AAPEX. Re-crate and return it with your display. Help eliminate the carrying of miscellaneous items through the front door after AAPEX.

FREIGHT HANDLING

Teamsters Local #631 has jurisdiction through a labor agreement with FREEMAN COMPANY for the loading and unloading of all trucks, trailers, and common and contract carriers as well as the handling of empty crates and the operation of material handling equipment. It also has the jurisdiction for the unloading, uncrating, leveling, painting and assembly of machinery and equipment as well as the reverse process.

FREEMAN COMPANY has the responsibility of receiving and handling all the exhibit materials and empty crates. It is Freeman's responsibility to manage docks and schedule vehicles for the smooth and efficient move-in/move-out of the trade event. FREEMAN COMPANY will not be responsible for any material it does not handle.

An exhibitor may "hand carry" material provided they do not use material handling equipment to assist them. When exhibitors choose to "hand carry" material, they may not be permitted access to the loading dock/freight door areas.

GRATUITIES

FREEMAN COMPANY requests that exhibitors do not tip its employees by giving money, merchandise, or other special consideration for services rendered. Exhibitors should not give coffee breaks other than mid-morning and mid-afternoon when union employees have a fifteen minute paid break. Any attempts to solicit a gratuity by an employee for any service, should be reported immediately to a supervisor of FREEMAN COMPANY. FREEMAN COMPANY employee(s) are paid an excellent wage, and tipping is not an accepted company policy.

IN GENERAL

Craftsmen at all levels are instructed to refrain from expressing any grievances or directly challenging the practices of any exhibitor. All questions arising with regard to the union's jurisdiction or practices must be directed to a FREEMAN COMPANY management representative.

Exhibitors are allowed to move their own product in and out to the building with the following restrictions:

- a. The drayage contractor has complete control of the loading dock at all times.
- b. Exhibitors may not leave vehicles unattended at the loading areas. Any unattended vehicles may be towed.
- c. Display material must be hand carried. Display material which cannot be hand carried must be moved by the drayage contractor. Exhibitor owned carts or dollies will not be allowed.
- d. If your total exhibit freight amounts to less than 1000 lbs. and is delivered in a privately owned vehicle (car, 1/2 ton pickup, SUV or mini-van) you can unload on Sunday, November 1 and Monday, November 2 between 8:00 am and 5:00 pm at the unloading area in front of the Sands Expo Level 1 Hall G at no charge. If you have more than 1000 lbs. of exhibit freight, you can unload at the back of Halls A, B, C, D+ or G but you will need to pay posted drayage

rates. Event Management is not liable for changes in union regulations.

14. COMPLIANCE WITH LAWS

A. Exhibitor agrees to comply with and be bound by all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas, Clark County, State of Nevada, and wherever applicable, all rules and regulations of the Metropolitan Police Department and Fire Department and those policies and criteria which have been established by the Sands Expo Center for use of the exhibit areas. This includes a Prohibition against displaying any products or advertisements for a product which violate (a) any Exclusion Orders, or (b) another exhibitor's U.S. Intellectual property rights.

Please see AAPEX IP addendum attached.

B. Fire Regulations/Fireproofing Codes. Exhibitor must conform to all standard fire codes of the City of Las Vegas. All display materials must be made of fire retardant materials and subject to fire inspector's approval. Crepe paper, corrugated paper, cardboard or other combustible materials shall be prohibited. Combustible materials, explosives, or welding are not permitted in or around the exhibit areas unless special permission has been granted by the Fire Marshall. Exhibitor shall not allow its display to block the view of, or impede access to fire alarm boxes, fire hose cabinets, fire extinguishers, or other safety equipment.

Smoking is prohibited in the Sands Expo Center during set-up and tear-down. Also no welding.

C. The storage of packing boxes, cartons, literature or any other material behind an exhibitor's booth is expressly forbidden at any time. Exhibitors will be permitted to retain in their booth a limited supply of literature or extra products stored in containers beneath the draped tables. Balloons of any kind may not be used. Aerosol cans containing either inflammable propellants or products are prohibited in the Sands Expo Center by the ordinance of the City of Las Vegas. All other aerosol cans must be labeled as to their content and expellant. Empty cans should be used for display purposes when in doubt.

D. Electrical. Electrical equipment and wiring require evidence of testing and approval by a nationally recognized testing laboratory. All wiring must be three-wire and grounded. Wiring that touches the floor must be "SO" cord (min. 14 gauge/3 wire) which is insulated to qualify or "extra hard usage." Cord wiring above floor level can be "SJ" which is rated for "hard usage." The use of open clip sign sockets, latex, plastic or lamp cord wire in displays, or 2-wire clamp-on fixtures is prohibited. Zip cord or two wire cords are unacceptable at the Sands Expo Center because they are ungrounded and could result in safety hazards. Cube taps are prohibited.

E. Inspection. All displays will be inspected during the set-up days and any exhibitor deviating from the regulations must make modifications to their exhibit at exhibitor's expense prior to the AAPEX Event opening.

F. BMI, ASCAP, SESAC. Any AAPEX Exhibitor who exhibits at AAPEX warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used incident to the Exhibitor's participation in the Event, unless the AAPEX Exhibitor has previously thereto obtained written

permission from the copyright or trademark holder. The AAPEX Exhibitor acknowledges that the AAPEX Exhibitor acts under this Agreement as an independent contractor, charged with the responsibility in its sole discretion for selection, performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as it deems appropriate and that it undertakes strict compliance with all laws respecting copyrights and trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. The AAPEX Exhibitor warrants that in the performance of this Agreement, the AAPEX Exhibitor will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group. The AAPEX Exhibitor agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the AAPEX Exhibitor, its agents or employees upon or within the premises covered by this Agreement, including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Exhibitor will indemnify, save and hold harmless Event Management and the Facility and their directors, officers, agents, employees and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights, royalties and fees and the performance, reproduction and use of musical, literary and artistic works or in the name of a performing individual or group

15. EXHIBITOR APPOINTED CONTRACTORS (EAC)

An EAC is any contractor not listed in the Exhibitor Guide and Service Manual. Any exhibitor using the services of other than the official Event contractors must conform to the regulations located in the Exhibitor Guide & Service Manual. We do not permit EAC's or any type of contractor to solicit our exhibitors or attendees during move in days, event days or move out days. If found doing so anywhere on the premises, they will be escorted off property.

16. Access Control

General overall 24-hour access control service will be provided during the Event, from the beginning of set-up to the end of teardown. However, Event Management shall not be held responsible for the loss of any material by any cause and urge the exhibitor to exercise normal precautions to discourage loss due to theft or any other cause. No responsibility is assumed by Event Management for goods delivered to the exhibit areas, or for materials left in the exhibit areas at any time. Exhibitors are encouraged to insure exhibit property against loss or theft.

17. DISRUPTION OF EVENT

In the event the Sands Expo Center or any part thereof shall be destroyed, damaged by fire or other cause, or become unavailable in whole or in part, for a portion or for the entirety of the agreement period for any reason whatsoever, or if any casualty or occurrence shall render

the fulfillment of this agreement impossible or inadvisable, including, without limitation, the requisitioning of the Sands Expo Center by any governmental entity, then and thereupon the parties to the agreement shall amend the agreement in a fashion which shall be mutually acceptable or the agreement shall be terminable by AAPEX at its option. Exhibitor hereby waives any claim against AAPEX and/or Event Management for damages or compensation for such termination should the agreement be so terminated.

Such expenses shall include, but not be limited to all expenses incurred by Event Management as a result of contracts with third parties for the provision of services or products incidental to the Event, including the Event Management Agreement with the Event Manager; all out of pocket expenses incurred by Event Management incidental to the Event; and all overhead expenses of Event Management attributable to the production of the Event.

No monies will be returned should the dates or location of the Event be changed by Event Management, but exhibitor will be assigned space which exhibitor agrees to use under these same rules and regulations. Event Management shall not be financially liable if the Event is interrupted, cancelled, moved, or dates changed except as provided herein.

18. WAIVER OF LIABILITY

Event Management shall not be responsible for any damage or injury that may happen to the exhibitor or its agents, servants, employees or property from any cause whatever except the willful misconduct of Event Management, its servants or employees, arising out of Event Management duties and responsibilities under the agreement. Exhibitor expressly releases Event Management, their directors, officers, agents, employees, and/or servants from any such loss, damage or injury.

The exhibitor agrees to waive the right of subrogation by their insurance carriers to recover loss sustained under the insurance contracts.

Event Management, its staff, employees, or agents assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any exhibitor by any governmental agency.

19. INDEMNITY

The exhibitor is responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Sands Expo Center/Venetian Hotel leased or used by exhibitor which are caused by the acts or omissions of exhibitor, or their employees, representatives, servants, agents, licensees, invitees, patrons, guests, or contractors. Exhibitor is also solely responsible for any injuries or damages sustained or caused by it in connection with AAPEX, whether or not they occur at the Sands Expo Center. This includes, but is not limited to, booth construction, booth set-up, travel to or from AAPEX, activities of the Exhibitor's employees or third parties subject to the supervision of Exhibitor, or any other activities carried on in connection with AAPEX. Exhibitor shall defend, indemnify and hold harmless Event Management and The Sands Expo Center/Venetian Hotel, their officers, employees, and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are

caused by, arise from or grow out of exhibitor's use or occupancy of the premises or from any breach by exhibitor of any condition of this contract, or from any act or omission of exhibitor, or their employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors. The Exhibitor agrees to make no claim for any act or omission of Event Management taken in accordance with, or to enforce, the Exhibitor Regulations.

20. EXHIBITOR REPRESENTATIVE

The signer of this Agreement shall be the official representative of the exhibitor and shall have the authority to act on behalf of the exhibitor in all matters relating to the Event.



AAPEX

AUTOMOTIVE AFTERMARKET PRODUCTS EXPO