Railway Interchange 2015

October 4 – October 6, 2015

Minneapolis Convention Center – Indoor Exhibits BNSF North Town Yard – Outdoor Exhibits Minneapolis, Minnesota



Exhibitor Rules & Regulations Exhibit Space Guidelines REMSA, Railway Supply Institute

IMPORTANT DOCUMENT

Please read the general show information carefully and keep as a reference.

All Exhibitors are contractually required to abide by these rules.

- Section 1: General Indoor Exhibit Space Rules & Regulations
- Section 2: Indoor Exhibit Configurations & Guidelines
- Section 3: Outdoor Exhibit Space Rules & Regulations
- Section 4: Outdoor Exhibit Space Display Guidelines
- Section 5: Installation & Dismantle Schedule



Support, Connection, Advocacy

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Section 1: General Indoor Exhibit Space Rules & Regulations

- 1. Exhibit Space Rental: A check payable to RSI or REMSA or credit card information for 25% of the total amount of exhibit space must be provided at the time of application. Adjustments will be handled after definite allocation of space has been made. Final payment for Exhibit Space must be made by April 1, 2015. If completed payment is not made booth space will be reassigned and deposit will not be refunded.
- 2. Failure to Make Payment: If the Exhibitor fails to make any payment as provided in the Application and Contract for Exhibit Space and/or these Rules and Regulations, the Exhibitor thereby forfeits all rights in and to the use of exhibit space.

3. Cancellation / Refund Policy

- Cancellation of exhibit space and/or request for booth reconfiguration or reassignment must be submitted in writing to Trade Show Management.
- Cancellation and/or release of exhibit space on or before April 1, 2015 will result in a 25% penalty fee of the total price of the space cancelled.
- Cancellation and/ or release of exhibit space between April 2, 2015 and July 30, 2015 will result in a 75% penalty fee of the space cancelled.
- After August 1, 2015, the Exhibitor is liable for 100% of the total price of the space contracted.
- The grant of any requests for booth reconfigurations or reassignment will be of the sole discretion of Trade Show Management.
- 4. Late Arrival and Unoccupied Space: If the Exhibitor fails to occupy and fully set up at least one hour prior to show opening the space contracted, but not cancelled, pursuant to the procedures set out herein, Trade Show Management has the right to use said space for any purpose including selling the space to another Exhibitor. Exhibitors who do not occupy their assigned space are responsible to Trade Show Management for the entire contract price.
- 5. Cancellation of Trade Show: In the event that the premises reserved for the Exhibition or any portion thereof shall be destroyed by fire, flood, or other calamity so as to prevent the use of such premises for the purposes and during the time specified herein in the judgment of Trade Show Management, or if the premises cannot be so used because of strikes, terrorism, acts of God, or national emergency, or in the event the Host's Board of Directors deem it advisable not to hold this Trade Show, the Exhibitor waives any claims against the Railway Supply Institute, Inc., REMSA, Railway Interchange 2015 and the Minneapolis Convention Center (City of Minneapolis) for any damages by reason of such determination and agrees that in the event any expenses have been incurred by RSI or REMSA in the preparation for this Trade Show, same shall be prorated among the Exhibitors and paid by them respectively.
- **6. Move In / Exhibit Installation:** All exhibits must be installed by October 3, 2015 at 4:30pm. Exhibits will not be permitted to be installed after this time unless special permission is obtained from Trade Show Management.

7. Move Out / Exhibit Dismantle: All exhibits must be removed from the Minneapolis Convention Center by 12:00pm on October 8 and North Town Yard by 4:30pm on October 8. Exhibits will not be permitted to be removed or dismantled at any time after installation until after the closing of the trade show on Tuesday, October 6 unless special permission in writing is obtained from Trade Show Management.

If an Exhibitor attempts to remove any part of its exhibit prior to the official close of the show, they will not be given priority for exhibit space the following trade show and may be fined by Show Management.

- 8. Access to Exhibit Areas / Badges: To ensure maximum security for the exhibits and equipment, no one will be allowed in the exhibit area without proper badge identification during show hours and move-in /move-out. All work on exhibits will be done within the hours listed for move-in and move-out. No Exhibitor will be allowed on the show floor until one-half hour before show hours and no later than one-half hour after the show closes without permission from Trade Show Management. Badges can be obtained at the registration area located outside of the exhibit hall at the Minneapolis Convention Center.
- **9. Alcohol Policy:** Dispensation of alcoholic beverages by Exhibitors, their agents or employees within their contracted exhibit space is prohibited. The use or possession of alcoholic beverages by the Exhibitor the exhibit area(s) is strictly prohibited during show hours, move-in, set-up, dismantle and move-out.
- **10.** Americans with Disabilities Act: Exhibitions are "public accommodations" under the provisions of the Americans with Disabilities Act (ADA). You should take care to comply with the provisions of the act. Failure to comply with the ADA can be a serious matter involving litigation and fines.
- 11. Booth Activity: Demonstrations or presentations as part of an exhibit must stay within the confines of that exhibit space. All demonstration tables must be placed a minimum of two feet from the aisle, inside the Exhibitor's booth. Should any booth activity interfere with aisle traffic or surrounding exhibits, Trade Show Management reserves the right to eliminate that activity.

Exhibiting firms may not extend their marketing activities beyond their assigned booth space. This includes the distribution of product or literature, advertising, displays or solicitation of any kind within the exposition hall, hotel property, parking lots or any other surrounding area. Exhibitors violating this rule may be suspended from further RSI/ REMSA trade shows.

Exhibitor handout material must be stored neatly within the booth. No storage is allowed behind booths or near electrical service. No catalog, advertising, printed or non-printed materials which are found undignified or otherwise objectionable by Trade Show Management may be distributed.

12. Promotional Materials / Models: All marketing efforts should be conducted in a tasteful manner as determined by Trade Show Management. All promotional material must be distributed from within the confines of the Exhibitor's own contracted display area. No materials may be disseminated outside of assigned exhibit space or by non-Exhibitors unless a specific sponsorship is purchased from RSI, REMSA or Railway Interchange 2015 – this includes trade press.

Professional models may be used to distribute information, but they must be tastefully dressed and may only distribute information within the confines of the Exhibitor's own contracted display area.

- 13. Moving Pictures, Slide Projectors, Music: The use of moving pictures, projectors or music will be permitted subject to control of Trade Show Management. Any sound emanating from a booth will be allowed only if unobjectionable to neighboring Exhibitors or Trade Show Management. All audio and visual displays shall be subject to ordinance regulations of the City of Minneapolis and in compliance with the union requirements as to the operation and maintenance. Glaring lights or objectionable lighting effects are also banned. Loud speaker systems will not be permitted.
- **14. Lighting:** Exhibitors should adhere to the following suggested minimum guidelines when determining booth lighting:
- No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space.
- Exhibitors intending to use hanging light systems should submit drawings to exhibition management for approval.
- Lighting, including gobos, should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or exhibition aisles.
- Lighting which is potentially harmful, such as lasers or ultraviolet lighting, should comply with facility rules and be approved in writing by exhibition management.
- Lighting that spins, rotates, pulsates, and other specialized lighting effects should be in good taste and not interfere with neighboring Exhibitors or otherwise detract from the general atmosphere of the event.
- **15. Care of the Premises:** The Exhibitor, its employees, representatives or contractors are responsible for any damage they may cause to the exposition facility. No nails, hooks, tacks, screws or similar items are permitted to be placed on walls or any part of the premises. Exhibitors will be liable for any damage.
- **16. Care of Exhibit Space:** The Exhibitor will care for and keep in good order its exhibit space. If such space or other space on the trade show premises is damaged by the acts or omissions of the Exhibitor, the Exhibitor must pay such sum as necessary to restore said space to the same condition it was in when first occupied.
- **17. Minors:** No minors (persons under 18 years of age) are allowed in the exhibit areas or loading dock during move-in or move-out. During show hours, minors must be accompanied by an adult.
- **18. Fire & Safety**: All Exhibitors must comply with all federal, state and municipal codes that apply to places or buildings of public assembly. All materials used in display

construction or decorating should be made of fire retardant materials and be certified as flame retardant. Helium balloons, helium tanks, open flames and explosives are not permitted. Open flames are not allowed. All packing containers, wrapping materials and display materials must be removed from behind booths and placed in storage.

Smoking is not permitted during the trade show or during the set-up or dismantling of the show.

19. Insurance Requirements: All Exhibiting companies are required to provide, through insurance, certain minimum standards to cover its potential liability and property damage. A Certificate of Insurance is to be delivered to Trade Show Management before an Exhibitor can occupy the assigned exhibit space. The due date for the Certificate of Insurance is August 1, 2015.

Such policies shall further be endorsed so as to provide a thirty (30) day written notice of cancellation and/or non-renewal to Licensor, and Licensee shall secure and provide Licensor with a Certificate of Insurance on a form approved by Licensor, which shall demonstrate compliance by Licensee with these insurance requirements.

All companies, including companies sharing a booth and Exhibitor-Appointed Contractors (EACs), must comply with the insurance requirements and supply proof of insurance.

Insurance and Indemnification Requirements for Exhibitors at the Minneapolis Convention Center

All insurance must be separately and specifically endorsed so as to provide that the City of Minneapolis, Minnesota, its officers, its employees and its agents, RSI or REMSA (please use the name of the association with whom you are exhibiting) and Freeman are named as additional insured as to all commercial general liability, commercial automobile liability, and umbrella liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

Commercial General Liability

- \$2,000,000 general aggregate
- \$1,000,000 each occurrence limit

Commercial Automobile Liability

(if bringing any type of vehicle to display or set up display)

• \$1,000,000 combined single limit bodily injury and property damage or equivalent, including hired and non-owned auto liability

Umbrella Liability

• \$1,000,000 combined singled limit bodily injury and property damage

Workers' Compensation

Such insurance shall be in the amounts required by statutory workers' compensation requirements and employer's liability limits of:

• \$500,000 each accident

Waiver of Subrogation

With respect to general liability and Workers Compensation insurance, a waiver of subrogation in favor of REMSA or RSI (use the association name with whom your company is exhibiting), the City of Minneapolis and Freeman is required.

- 20. Indemnification Requirements: It is agreed that Exhibitor is participating in the Trade Show at its sole risk, and neither RSI nor REMSA Trade Show Management nor the City of Minneapolis shall be liable to Exhibitor for any loss, damage or injury to property of Exhibitor (or its agents, employees, contractors or other persons) or for any injuries or death to its agents, employees, contractors or other persons, regardless of cause, including without limitation, fire, theft or accident. All claims by Exhibitor for such loss, damage, injury or death are hereby expressly waived by the Exhibitor. Without limiting the generality of the foregoing, Exhibitor understands and agrees that it waives any claim against Trade Show Management arising out of or related to an act or omission of
- (a) Freeman Exhibitor Services ("Freeman") (or any other EAC or trade show contractor, or their respective agents, representatives or employees), (b) the City of Minneapolis (or any of its agents, representatives, contractors or employees), and/or (c) any employee, agent, contractor, representative or invitee of Exhibitor, including without limitation, any such act or omission that results in Trade Show Management's failure to comply with the terms and provisions of the Contract (including the Rules and Regulations and the Other Rules). Exhibitor hereby indemnifies and holds Trade Show Management and the City of Minneapolis (and their respective agents, representatives, officers, directors, employees, and Trustees, to the extent applicable) harmless from any liability, loss, damage, injury, death, fine, penalty, cost or expense (including without limitation, reasonably attorneys' fees) which arises from or relates to (i) the violation by Exhibitor (or any of its agents, employees, representatives or invitees) of any applicable federal, state or local laws, rules, regulations, policies, conditions or requirements ("Laws"); (ii) the failure of Exhibitor (or any of its agents, employees, representatives or invitees) to comply with the terms and conditions of the Contract (including the provisions of the Rules and Regulations and the Other Rules, and any amendments or supplements thereto, as described in Section 24 hereof), (iii) the failure of Exhibitor (or any of its agents, employees, representatives or invitees) to comply with applicable policies, conditions, rules or requirements of the Minneapolis Convention Center (including without limitation, building/catering policies and labor/union policies), fire departments, or any contractor or subcontractor working for or on behalf of Exhibitor; (iv) any act or omission of Exhibitor, or any contractor or delivery service performing work for or on behalf of Exhibitor (and acts or omissions of any of their respective agents, employees, representatives or invitees); (v) activities of Exhibitor (and any of its agents, employees, representative or invitees) pursuant to the Contract (including the Rules and Regulations or the Other Rules); and/or (vi) any claims against Trade Show Management or the City of Minneapolis asserted by employees, agents representatives of Exhibitor that, if asserted by Exhibitor itself, would be waived by Exhibitor under the terms of the Contract (including the Rules and Regulations and the Other Rules).
- 21. Loss and Damage: RSI/ REMSA shall not be responsible or liable for disappearance, loss or damage, of any materials, appliances, merchandise, or property of the Exhibitor or for personal injuries that may be sustained by the Exhibitor, or by the Exhibitor's employees, occurring at

- any time to, during, or after the close of the exhibition, and Exhibitor waives and releases all such claims, if any, against the sponsoring Association, its officers, agents and servants.
- **22. Security Services:** RSI/REMSA will provide responsible watchmen, police and fire protection throughout the convention days and use every reasonable means for such protection to Exhibitor, but shall in no case be held responsible for loss or damage from fire, theft or other causes.
- **23. Exhibitor Appointed Contactors:** Any contractor who has not been chosen by Trade Show Management to provide services for the exposition and its Exhibitors is an Exhibitor Appointed Contractor (EAC) or non-official contractor. RSI/REMSA must be notified in writing of EACs. See Section 3 of Rules & Regulations.
- **24. Official Contractors:** RSI/REMSA has chosen appropriate contractors, namely Freeman, to supply all the services necessary to produce the exposition. Every effort has been made to ensure the lowest possible rates for these services. All exhibiting firms agree to abide by the contractors' regulations. This includes using only the chosen contractors, unless prior written approval has been obtained by Trade Show Management.
- 25. Use of Space: An Exhibitor shall not assign or sublet any part of the space allotted to it. The space shall only be used by the Exhibitor to exhibit equipment and products sold by it in the regular course of business. No person, firm or corporation can exhibit or distribute any literature or advertising matter containing the names or describing equipment and products of anyone who is not a member of RSI/REMSA. All Exhibitors must keep their products. equipment and display material within the space allocated to them. RSI/REMSA are non-profit organizations, therefore, there shall be no solicitation of orders or sale of any equipment or products, nor will there be any sale or price signs displayed on the premises. This exhibition shall be purely educational and informative with the intention of improving the efficiency, safety, maintenance and operation of railroads based upon the latest research and development.
- **26. Floor Load:** The floor load limit at the Minneapolis Convention Center is 350lb per square feet (psf). Exhibitors who require a higher psf floor load must work with Freeman to spread out the load and then get approval from the convention center.
- 27. Food and Beverage: Kelber Catering is the exclusive catering company for the convention center. No food, beverage or novelties may be brought into the convention center or sold without the express written consent of the convention center. Exhibitors may, however, distribute small "enticement" candies and mints. An order form for booth catering appears in a separate section of the Exhibitor Service Manual.
- **28.** Hand-Carried Items: During move-in and move-out periods, there are no self-unloading areas available on the loading dock. Exhibitors wanting to hand carry items must bring them in using the front door of the Minneapolis Convention Center.

29. Handicapped Attendees: The convention center is able to provide systems for the hearing impaired and wheelchairs. Hearing enhancement equipment is available from First Aid; wheelchairs are available in First Aid or by contacting the Minneapolis Convention Center's Guest & Security Services at 612-335-6257.

More information about services for the handicapped in Minneapolis can be found online at:

http://www.minneapolis.org/sites/default/files/u7/pdfs/Acces sibility Guide.pdf

30. Labor Guidelines:

Exhibit Installation and Dismantling

Freeman has an agreement with the Carpenters Union to provide labor for the installation and dismantle of exhibit displays. Fulltime employees of exhibiting companies, however, may install/dismantle their own exhibits without assistance from this local. Any labor services that may be required beyond what a company's regular fulltime employees can provide must be rendered by the Union.

Material Handling/Freight

The Teamster Union handles all freight in the loading docks and in the exhibit hall. They unload all contracted carriers and company trucks; deliver the materials to exhibitor booths, remove materials from the booth and reload trucks at the close of the show. The exception to this is machinery, which is handled by Riggers.

Exhibitors may handle their own materials in/out of the exhibiting facility; however, use of the Loading Docks and motorized equipment, such as forklifts, is prohibited.

Exhibitors may unload/reload their own materials in a designated area behind the loading docks as space permits. Exhibitors must first check-in with the Security Traffic Guard and then will be directed to an area to move their materials in/out of the exhibiting facility, using their own non-motorized wheeled dollies.

Vehicles must not be left unattended at the designated loading area. Any unattended vehicles will be towed at the owner's expense.

Machinery Handling/Rigging

Riggers are responsible for the unloading/reloading of all machinery from/to trucks, moving machines to/from exhibit booths and un-crating/re-crating them, if necessary. Riggers also spot machines to exhibit booths, un-skid/reskid machinery, install/remove headers, iron beams, etc. that are part of displays requiring a forklift.

Hanging Signs, Truss, Chain Motors & Lights

Freeman has an agreement with the Stage Hand Union to provide labor for hanging signs/banners, truss, chain motors and overhead lights. Labor required for assembly and hanging of all signs and box/theatrical truss will be provided through Freeman. As Freeman has the liability for hanging signs and truss, their labor is exclusive to this service.

31. Medical Emergencies: The host associations have arranged for on-site emergency medical personnel to staff the convention center's first aid center beginning with the first day of move-in through the last day of move-out. For emergencies during events, contact your event coordinator and facility security at 612-335-6040.

- 32. No Suitcasing Policy: Please note that while all meeting attendees are invited to the showcase, any 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 Exhibition Policy, will be asked to leave immediately. Additional penalties may be applied. Please report any violations you may observe to Show Management. Show Management 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. Show Management must be informed of any hospitality suites, and expressed consent must be received prior to the event.
- 33. General: All matters and questions not covered by these Rules and Regulations and/or other RSI/REMSA rules, regulations and schedules developed by Railway Interchange 2015 Trade Show Management are subject to the decision of RSI/REMSA Trade Show Management. These Rules and Regulations and/or other Railway Interchange 2015 rules, regulations and schedules may be amended at any time by Trade Show Management and all amendments or additions that may be made shall be as equally binding on all parties affected as the original Rules and Regulations. Exhibitor hereby waives any and all claims against Trade Show Management based on or resulting from such decisions.

Questions? Contact your host association below.

REMSA Exhibit Sales

Urszula Soucie, Director of Trade Shows & Operations 202-715-2921 | soucie@remsa.org

RSI Exhibit Sales

Railway Supply Institute (RSI) Amanda Patrick, Exhibits Manager 202-347-4664 | patrick@rsiweb.org

1. Types of Exhibit Spaces

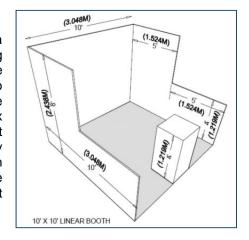
RSI/REMSA Guidelines for Display Rules and Regulations

Booth Display Configurations

| | Aisle | | | | | Aisle | | Aisle | | |
|-------|-----------------|----------|--------|-------------------------------|-------|--------------|-----------------------|-------|--------------|-------|
| Aisle | In-line | (Linear) | Booths | Peninsula or End-Cap Booth | Aisle | Split-Island | Split-Island Booth | Aisle | Island Booth | Aisle |
| | Corner Booth | | | | | Booth | | | | |
| | Aisle | | | | | Ai | sle | Aisle | | |

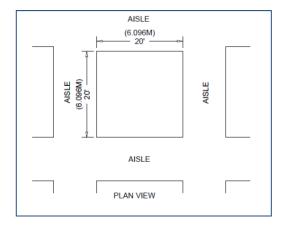
a) Linear/Standard Booth

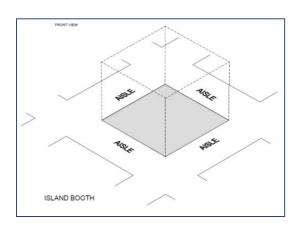
Linear, or standard, booths, also known as in-line booths, are arranged in a straight line and have other exhibitors on their immediate right and left, leaving only one side (the front of the booth) exposed to the aisle. Linear booths are commonly 10 ft. x 10 ft., and more than one booth space may be reserved to make a larger linear booth. A maximum back wall height limitation of 8 ft. is the norm. Regardless of the number of linear booth used, i.e., 10 ft. x 20 ft., 10 ft. x 30 ft., etc., display materials must be arranged in such a way as to not obstruct sight lines of neighboring exhibitors. The maximum height of 8 ft. is allowed only in the rear half of the booth space, with a 4 ft. height restriction on all materials in the remaining space forward to the aisle. When three or more linear booths are used as a single exhibit space, the 4 ft. height limitation is applied only to that portion of the space which is within 10 ft. of an adjoining booth.



b) Island Booth

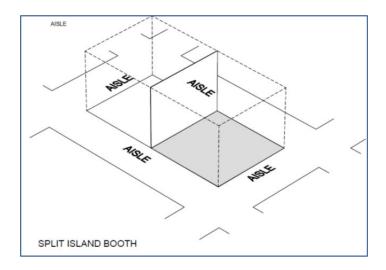
An island booth is any booth or combination of booths that have aisles on all four sides of the booth. Island booths are usually 20 ft. x 20 ft. or larger, although there may be different configurations. The entire cubic content of the space may be used up to the maximum height allowed by trade show management, usually in the range of 16 ft. to 20 ft.

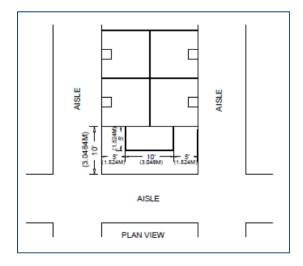




c) Split-Island Booth

A split-island booth is a peninsula booth which shares a common back wall with another peninsula booth. The entire cubic content of this booth may be used up to the maximum allowable height without any back wall line-of-sight restrictions. A typical maximum height range allowance is 16 ft. to 20 ft. including signage. The entire cubic content of the space may be used up to the maximum allowable height. Double-sided signs, logos and graphics must be set back ten feet from adjacent booths.



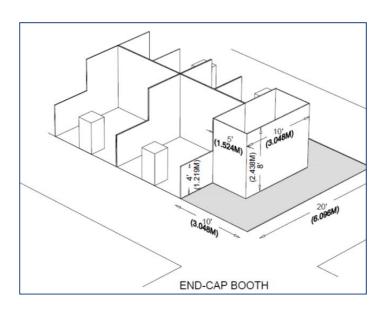


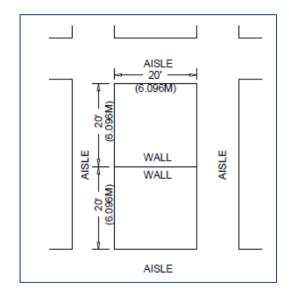
d) Corner Booth

A corner booth is any booth at the end of an isle which has an aisle on two sides (where two aisles intersect). The maximum height of 8 ft. is allowed only in the rear half of the booth with a 4 ft. height restriction on all materials in the remaining space forward to the aisle. However, when three or more booths are combined and used as a single space, the 4 ft. height limitation is applied only to that portion of exhibit space which is within 10 ft. of an adjoining booth.

e) End-Cap Booth

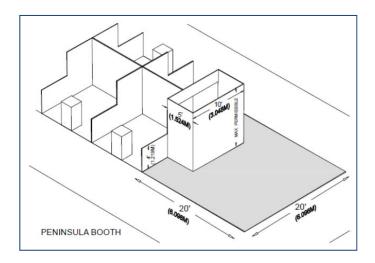
An end-cap booth is at the end of a row of booths, has aisles on three sides and is made up of two booths. The maximum back wall height is 8 ft. only in the rear half of the booth and within 5 ft. of the two side aisles. End-cap booths have a 4 ft. height restriction on all materials in the remaining space forward to the aisle.

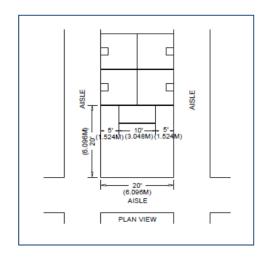




f) Peninsula Booth

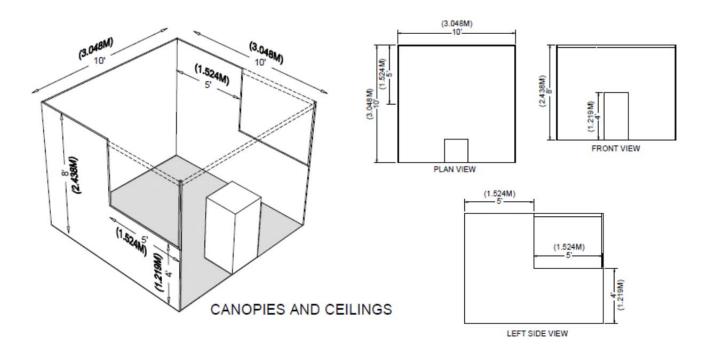
A peninsula booth has aisles on three sides and is made up of four 10 ft. x 10 ft. booths. There are two types of peninsula booths: 1) one which backs up to a linear booth; and 2) one which backs up to another peninsula booth which is referred to as a Split Island Booth (see below). Peninsula booths are usually 20 ft. x 20 ft. or larger. If a peninsula booth backs up to two linear booths, the back wall is restricted to 4 ft high within 5 ft. from each aisle – this permits adequate line of sight for the adjoining linear booths. A typical maximum height range allowance is 16 ft. to 20 ft. including signage for the center portion of the back wall. Double-sided signs, logos and graphics must be set back ten feet from adjacent booths.





g) Canopies and Ceilings - Canopies, including ceilings, umbrellas and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or to allow for hanging products. Canopies for linear or perimeter booths should comply with line-of-sight requirements. (See Linear or Perimeter Booths).

The bottom of the canopy should not be lower than 7 ft. from the floor within 5 ft. of any aisle. Canopy support should be no wider than 3 in. This applies to any booth configuration that has a sight line restriction, such as a linear booth. Fire and safety regulations in many facilities strictly govern the use of canopies ceilings, and other similar coverings.



2. Additional Exhibit Space Guidelines

- a) Good Neighbor Policy: RSI/REMSA adhere to a "good neighbor policy". Exhibitors are asked to consider the sightlines of their exhibit space and Exhibitors around them. By following the Railway Interchange 2015 Rules & Regulations, there will be no issues with sightlines and all Exhibitors will have an equal opportunity to present their products to their audience.
- **b) Decorations:** It is the exhibitors' responsibility to decorate and prepare their areas to present a neat and attractive appearance. No animals or hazardous items may be used within the exposition area. All decorations shall be subject to the approval of by RSI/REMSA Show Management.

- c) Hanging Signs and Graphics: Most exhibition rules allow for hanging signs and graphics in all standard peninsula and island booths, usually to a maximum height range of 16 ft. to 20 ft. from the top of the sign. End-cap booths do not qualify for hanging signs and graphics. The distance is measured from the floor to the top of the sign. Whether suspended from above or supported from below, hanging signs and graphics should comply with all ordinary use-of-space requirements. Hanging signs and graphics should be set back 10 ft. from adjacent booths and be directly over contracted space only.
- **d) Multi-Story Exhibits:** A multi-story exhibit is a booth where the display has two or more levels. Please contact RSI or REMSA if you plan to have a multi-story exhibit.
- e) Pop Up Exhibit Back Wall Coverage: Exhibitors using Pop Up displays with RSI/REMSA during Railway Interchange 2015 are required to neatly cover the back wall if visible from the aisle or from another exhibitor's booth. If back wall is deemed unsightly by Trade Show Management they may require exhibitors to cover them per exhibitor's expense. Drape can be ordered from Freeman.
- f) Storage: There is no accessible on-site storage available during show days. If any supplies cannot safely or attractively remain in the booth, it is the exhibitor's responsibility to arrange for daily storage.

The storage of excess literature, product or packing materials and cases behind the exhibit back drape is strictly prohibited. A limited supply of literature and/or product may be stored within the booth area, as well as fire retardant shipping cases, as long as these materials do not block

access to the utility service or appear unsightly from the aisle.

No empty crates or cartons may be stored in, behind, or under any table or display in the show. For those exhibitors utilizing the drayage (freight) contractor, all empty containers will be removed by the official freight contractor before the opening of the show and returned to the exhibitor at the close of the show.

- g) Structural Integrity: All exhibit fixtures, especially portable or pop-up booths, must be built to withstand normal contact or vibration such the movement of fork-lifts, heavy machinery or equipment, and unintentional contact on the part of cleaners, laborers or neighboring exhibitors. All structures must be approved by Trade Show Management and the Fire Marshall.
- h) Towers: A tower is a free-standing exhibit component separate from the main exhibit structure. The height restriction is the same as that which applies to the appropriate exhibit space configuration being used. Towers in excess of 8 ft. should have drawings available for inspection. Fire and safety regulations in many facilities strictly govern the use of towers.
- i) Booth Renderings to Show Management July 1, 2015. Exhibitors with island, split-island, peninsula, and end caps exhibit spaces must turn in booth renderings with booth dimensions to RSI or REMSA Trade Show Management with dimensions by July 1, 2015. Anyone exhibitor unsure of their booth design should contact the organization with whom they are exhibiting.

Questions? Contact your host association below.

REMSA Exhibit Sales

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RSI Exhibit Sales

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- 1. Track Exhibit Space Rental: A check payable to RSI or REMSA or credit card information for 25% of the total amount of exhibit space must be provided at the time of application. Adjustments will be handled after definite allocation of space has been made. Final payment for Exhibit Space must be made by April 1, 2015. If completed payment is not made booth space will be reassigned and deposit will not be refunded.
- 2. Failure to Make Payment: If the Exhibitor fails to make any payment as provided in the Application and Contract for Exhibit Space and/or these Rules and Regulations, the Exhibitor thereby forfeits all rights in and to the use of exhibit space.
- 3. Allocation of Space: Applications for space should be sent to the association with which your company is best affiliated RSI or REMSA. Trade Show Management reserves the right to accept or reject applications for space and to make changes in the space plans. Upon allocation of space under this contract, Trade Show Management will issue its Exhibitor Service Manual to all Exhibitors who must comply with the instructions contained therein. Exhibitors agree to comply in all particulars with the decisions, rules and regulations, adopted by Show Management regarding the allocation of space, services to be rendered, and the general conduct of the exhibition.
- 4. Use of Space: An Exhibitor shall not assign or sublet any part of the space allotted to it. The space shall only be used by the Exhibitor to exhibit equipment and products sold by it in the regular course of business. No person, firm or corporation can exhibit or distribute any literature or advertising matter containing the names or describing equipment and products of anyone who is not a member of RSI/REMSA. All Exhibitors must keep their products, equipment and display material within the space allocated to them. RSI/REMSA are non-profit organizations, therefore, there shall be no solicitation of orders or sale of any equipment or products, nor will there be any sale or price signs displayed on the premises. This exhibition shall be purely educational and informative with the intention of improving the efficiency, safety, maintenance and operation of railroads based upon the latest research and development.
- 5. Unoccupied Space & Exhibitor Cancellation: Any space remaining unoccupied on the opening day or at any time during the exhibition may be re-rented by RSI/REMSA at its option and the Exhibitor who had previously contracted for such space agrees to pay RSI/REMSA any loss occasioned by such re-rental, or the entire contract price if such is not subletted. In the event of cancellation by an Exhibitor, show management shall determine an assessment covering the reassignment of space, prior services performed and other damages related to cancellation according to the following schedule:
- Prior to April 30, 2015: 25% of total contracted space cost.
- May 1 July 31, 2015: 50% of total contracted space cost.
- After August 1, 2015: 100% of total contracted space cost.

- 6. Cancellation of Exhibition: In case the premises reserved for the exhibition or any portion thereof shall be destroyed by fire, flood, or other calamity beyond the reasonable control of show management so as to prevent the use of such premises for the purposes and during the time specified herein in the judgment of show management or if the premises cannot be so used because of strikes, Acts of God, or national emergency, or in the event show management deems it advisable not to hold this exhibition, show management shall have the right to terminate all space contracts in which event the Exhibitor waives any and all claims against RSI/REMSA, its officers, directors and agents and the parties listed on Attachment A hereto and their agents for any damages by reason of such termination and agrees that in the event any expenses have been incurred by RSI/REMSA in preparation for this exhibition, the same shall be prorated among the Exhibitors and paid by them respectively.
- 7. Cancellation of Contract: Show management reserves the right to cancel this contract at any time prior to or during the exhibition if in the judgment of show management the Exhibitor has violated any of the foregoing rules and regulations and all monies paid by the Exhibitor for rental or otherwise shall be retained by RSI/REMSA as liquidated damages, and in the event this contract is cancelled in provisions. accordance with the foregoing management shall have the absolute right to remove all property and effects of the Exhibitor from the space herein contracted for without process of law, and restore possession of said space to itself for such purposes as it may deem advisable.
- **7-A. Further:** Show management reserves the right to cancel this contract in the event the Exhibitor becomes insolvent or bankrupt, or in the event a receiver is appointed, this contract shall not be considered any part of the assets of the Exhibitor.
- 8. Indemnification and Insurance: The Exhibitor hereby assumes all risk of loss, damage or injury, by whatever means, to person or property, by reason of the condition of the leased premises, or by reason of the management, control or operation thereof, and hereby releases and holds harmless RSI and REMSA, and any of its officers, agents, employees, staff members or committees and the parties listed on Attachment A hereto, their owners, employees or representatives, their successors and assigns, from any and all liability for loss, damage or injury by any person whomsoever, from any cause whatsoever, and the Exhibitor does further agree to indemnify and hold harmless the aforementioned, their successors and assigns, against any and all claims for such loss, damage or injury, by whomever sustained, from any cause whatsoever. Further, Exhibitor agrees, to the fullest extent permitted by law, to indemnify and defend the officers, directors, employees and agents of Burlington Northern Santa Fe, LLC, BNSF Railway Company, and the subsidiaries, successors, assigns and affiliates of each, (collectively "Indemnified Parties") from and against any claims demands, actions, suits, judgments, losses, damages (including, but not limited to lost profits and other actual compensatory, direct, punitive and exemplary damages) expenses, penalties, fines, sanctions, court costs, litigation costs and attorneys' fees (collectively,

"Claims") arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, injury, death, pollution or contamination damage. (collectively "Actions") actually or allegedly arises from the activities of RSI/REMSA or its Exhibitor(s), any action or omission of Licensee or its Exhibitor(s) while on or about the Property pursuant to this License, or the exercise the rights herein granted. Except as assumed by RSI/REMSA pursuant to Section 8.2, BNSF agrees, to the fullest extent permitted by law, to indemnify the officers, directors, employees and agents of RSI/REMSA from and against any Claims arising out of or relation to Actions arising from the activities of BNSF and other Indemnified Parties on or about the Property during the term of this License.

8-A: Exhibitor shall acquire at its own cost: (1) Workers' Compensation Insurance or its equivalent with statutory with Coverage B-Employer's Liability; Comprehensive General Liability Insurance or its equivalent; and (3) Commercial Automobile Liability Insurance, all in the amounts and under the terms set forth in the General Insurance Requirements attached hereto as Attachment B, which requirements are incorporated herein by reference and made a part hereof. Certificates evidencing such coverage must be presented to Show Management no later than August 1, 2015. The Exhibitor understands that RSI/REMSA does not maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

9. Special Services and Power: The Exhibitor agrees to pay for all electric energy, gas, water, sewage, drainage, compressed air, steam and telephone; and also all wiring connections, installations, power and current, special lighting, pipe fitting, machinery erectors, carpenter work, painting, labor, signs, flowers, furniture and anything else that may be ordered by said Exhibitor: all such work to be ordered on forms furnished for such purposes. No other contractors will be permitted in the convention center. Exhibitors will be billed by the Association's authorized contractors and bills must be paid before the exhibition closes. Any disputes arising between Exhibitors and authorized contractors must be referred to show management.

10. Installation, Dismantling and Removal of Exhibits and Exhibitor's Materials:

INSTALLATION: Complete instructions on shipping, spotting, displaying also dismantling and removing equipment from the exhibit area will be given in the Exhibitor Service Manual sufficiently in advance of the date of the exhibition opening.

All exhibits must be ready, in place, for the opening of the exhibition by Saturday, October 3, at 4:30 p.m. for the opening of the exhibition on Sunday, October 4, at 12:00pm. No one under the age of 18 is permitted on the rail yard during move-in and move-out.

DISMANTLING: No one will be allowed to remove exhibits or parts thereof from the rail yard at any time without an exit pass to be furnished by the Association. Exit passes will not be issued until all bills are paid. Packing or dismantling of exhibits will be positively prohibited until after the official closing hours of the exhibition, notice of which will be given. Exhibitors, or

their agent, using crushed stone, sand, gravel, bricks, cement, tile, etc., in connection with the exhibits must deliver this material to the exhibition area in bags and shall remove same from the exhibition area after the exhibition closes.

REMOVAL: All exhibits and exhibit material must be removed from the exhibition area by 4:30 on Thursday, October 8, 2015.

- 11. Loss and Damage: RSI/REMSA shall not be responsible or liable for disappearance, loss or damage, of any material, appliances, merchandise, or property of the Exhibitor, or for personal injuries that may be sustained by the Exhibitor, or by the Exhibitor's employees, occurring at any time prior to, during, or after the close of the exhibition, and the Exhibitor hereby expressly waives and releases all such claims, if any, against the Association(s), its officers, agents and servants.
- **12. Security Services:** Show management will provide watchmen, police and fire protection throughout the convention days and use every reasonable means for such protection to Exhibitor, but shall in no case be held responsible for loss or damage from fire or theft or other causes.
- 13. Care of Premises: Exhibitor, its employees, representatives or contractors, will not deface, injure, mar or remove any portion of the exhibits of others or the property of the owner(s) of the property on which the exhibition is located. Any such damage or loss shall be made good by the Exhibitor. No Exhibitor shall allow any article to be brought into, or permit any act to be done on the premises which will vitiate or increase the premiums on policies of insurance held by either other Exhibitors, show management or the owner(s) of the property on which the exhibition is located.
- 14. Signs and Exhibits: A standard sign showing firm name of each Exhibitor will be provided by Show Management without additional charge and no other firm name or portion of firm name shall be used to advertise materials, appliances or equipment of any other concern. Descriptive signs or displays may be provided by the Exhibitor under certain restrictions, and must in no case be located where they might obstruct or mar the view of the neighboring exhibits and are subject to prior approval by Show Management. "Price" or "Sold" signs may not be displayed.

Exhibitors desiring to use any unusual sign, including overhead signs, exhibit or display material must submit a rendering thereof to RSI/REMSA no later than July 1, 2015, and must receive prior written approval of the same by RSI/REMSA.

Without exception, Exhibitors are required to submit a rendering of their track space to Show Management. The rendering must include the placement and height and width of back and side walls and all large objects to be displayed. Exhibits must be approved by the Fire Marshal. Renderings must be submitted to Show Management by July 1, 2015.

15. Decorating: Exhibitors will, as far as possible, decorate and prepare their areas so as to present a neat and attractive appearance. All decorations shall be subject to approval of Show Management.

- **16.** Catalogs, Souvenirs, etc.: Distribution of an Exhibitor's printed materials is strictly confined to his own space and no other except such trade publications as the technical press who are members of RSI/REMSA. Exhibitors may hand out their catalogs or circulars from their exhibition booths only and will in no case distribute any such literature in locations and areas where meetings of the railroad associations are in session. Soliciting of subscriptions of any kind will not be permitted. Exhibitors violating this rule may be suspended from further affiliation with RSI/REMSA.
- 17. Moving Pictures, Sound Devices, Lighting: The use of moving pictures, slide projectors, video tape players, will be permitted subject to control of Show Management. Sound emanating there from will be permitted only if unobjectionable to neighboring Exhibitors. All picture projects shall be subject to ordinance regulations of jurisdiction in which the exhibition is held, the rules and regulations of the owner of the property in which the exhibit is held, and be in compliance with union requirements as to operation. No loud speaker systems will be permitted.
- **18. General:** All matters and questions not covered by these Rules and Regulations are subject to the decision of Show Management. These Rules and Regulations may be amended at any time by Show Management and all amendments or additions that may be made shall be as equally binding on all parties affected as the original Rules and Regulations.
- 19. Breach and Jurisdiction: It is agreed that this agreement is entered into in the District of Columbia and the law thereof shall apply to this agreement. In the event Exhibitor breaches or is in default of this agreement, the Exhibitor agrees to pay RSI/REMSA its costs of enforcing this agreement, including but not limited to attorney's fees. The parties consent and agree to the non-exclusive jurisdiction of any state or federal courts in the Washington, DC, regarding any disputes arising under this agreement and further agree that proper service may be by registered or certified mail, which shall be sufficient to obtain jurisdiction. However, nothing herein shall preclude RSI/REMSA from commencing an action in any court having proper jurisdiction.

ATTACHMENT A to RSI/REMSA Exhibit Rules & Regulations: Additional Parties

 Burlington Northern Santa Fe, LLC; 2. BNSF Railway Company; 3. Freeman

NOTICE:

This list of Additional Parties may be amended to reflect supplementary parties as they become affiliated with RSI/REMSA for its exhibition. All supplementary parties shall become a part of this exhibit agreement. RSI/REMSA will give written notice of these supplementary parties.

ATTACHMENT B to RSI/REMSA Exhibit Rules & Regulations & RSI/REMSA Insurance Requirements

The Exhibitor shall furnish evidence of insurance to RSI/REMSA as set forth hereinafter. All insurance shall be written by an insurance company having a Best's rating of A, Class XII or better and licensed to do

business at the site of the exhibition and pursuant to the following:

- **1. Workers' Compensation Insurance** with statutory limits with Coverage B Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.
- Comprehensive General Liability Insurance with a policy limit of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, death, and damage to or destruction of property (including the loss of use thereof). The policy shall by its wording or by endorsement insure those liabilities and obligations which this License contemplates will be assumed by RSI/REMSA, including liabilities and obligations to indemnify the Indemnified Parties. policy shall be endorsed to require that BNSF be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage. The policy shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form: "This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurance company's liabilities." The policy shall be endorsed to add the following as additional insured: Burlington Northern Santa Fe, LLC, BNSF Railway Company, and the subsidiaries, successors, assigns and affiliates of each, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing (collectively, the Protected Parties). The policy shall also be endorsed to waive subrogation rights against the Protected Parties.
- **3. Commercial Automobile Liability** insurance with limits of at least \$1,000,000 per accident covering all owned, non-owned and hired automobiles.
- 4. RSI, REMSA, Burlington Northern Santa Fe, LLC, BNSF Railway Company; and Freeman must be named as additional insured.
- **5. Waiver of subrogation** with respect to general liability and Workers Compensation insurance, a waiver of subrogation in favor of RSI/REMSA, the City of Minneapolis and Freeman is required.

Please refer to the enclosed sample insurance certificate. Certificates of insurance that do not meet these requirements will be returned and could jeopardize a company's participation in Railway Interchange/2015.

Exhibit space will not be confirmed until a properly executed copy an insurance certificate is received by Show Management.

All companies, including those sharing a booth, must comply with the insurance requirements and supply proof of insurance.

Height Restrictions: The BNSF Railway Company has no height restrictions for extra height cars, however, no signs, towers or structures added after the car or locomotive has been spotted can be over 20 feet in height from top of rail.

Outside Off-Track: The minimum size booth in this area is 15'L x 10'W. There are no height restrictions within the exhibit space, except material more than 4 feet high cannot come within 10 feet of the center aisle so as not to block the neighboring exhibitors. Included in the rental of booth space is a 7-inch x 44-inch sign displaying the exhibiting firm's name and booth number.

On Track Decks: Exhibiting companies may build their own decks at the BNSF Northtown Rail Yard providing that the work is performed by full time company employees. No outside labor can be enlisted or employed to build the decks, it must be full time company employees. Any exhibitor that requires labor for decks beyond the work of their company's full-time employees must hire Carpenter Labor from Freeman or an approved EAC.

- On-track exhibitors can build decks (or elevated platforms/walkways) in front of or around their exhibits where it is possible to do so.
- Structures up to 5 feet wide are included in the cost of on-track space rental.
- Space rental of a deck wider than 5 feet is \$12 per square foot. The \$12 per square foot applies only to the portion that is wider than 5' by its entire length. Please contact Show Management if you plan to build a deck.
- Exhibitors who have displays on adjacent tracks will not be charged rental on the deck or portion of a deck that runs between the tracks the exhibit occupies.
- Exhibitors who do not have exhibits on adjacent tracks may build decks, if it is possible to do so, and only at the front of the exhibit.

On-track exhibitors can build decks (This is in addition to what Freeman charges to build any structure. or elevated platforms/walkways) around their exhibits up to 5' wide at no extra space rental cost. The space rental of a deck wider than 5' is \$12 per square foot (same as off-track space rental), and the charge applies only to the additional portion wider than 5'. Exhibitors who have displays on adjacent tracks will not be charged rental on the deck or portion of a deck that runs.

All exhibitors that build their own decks must remove all decking materials from the Rail Yard at the close of the show. Exhibitors will be charged a fee to dispose of any decking materials left behind at the close of the show or who have no means to dispose of the materials on their own. No trash receptacles operated by BNSF, REMSA or RSI can be used by exhibitors to dispose of decking materials.

Tents and Ground Coverings: Ground coverings and tents are available through the official contractor Freeman. Order forms for the coverings and tents can be found in the exhibit kit. All personnel at track site during move-in and move-out must wear hard hats and safety shoes as required by the BNSF Railway Company.

Outdoor Exhibit Restrictions

Signs: No sign may be located where it might obstruct or mar the view of neighboring exhibitors or compromise safety. All signs and displays are subject to prior approval by Show Management. Price or sale signs may not be displayed.

Walkways: All walkways between cars must remain clear of any obstructions. If stairs or platforms are built as part of an exhibit, they must be located at either end of the cars only.

Storage: There is no accessible on-site storage during show hours. If any supplies cannot safely or attractively remain in the booth, it is the exhibitor's responsibility to arrange for daily storage. Contact the official decorator for details.

Alcoholic Beverages: No alcoholic beverages or any beverage resembling an alcoholic beverage will be allowed on the railroad promises at any time.

Parking: There will be no parking available at Northtown Yard during show hours and there is minimal parking for any exhibitor or contractor during move-in and move-out times. Continuous shuttle bus service will be provided between the hotel and track sites during exhibit hours. Any additional transportation needs are the responsibility of the individual. Shuttle bus services from the Minneapolis Convention Center to Northtown Yard will begin on Friday, October 2, 2015.

Utilities: The Exhibitor agrees to pay for all electric energy (except that amount that comes with exhibit space cost), gas, water, sewage, drainage, compressed air, steam and telephone; and also all wiring connections, installations, power and current, special lighting, pipe fitting, machinery erectors, carpenter work, painting, labor, signs, flowers, furniture and anything else that may be ordered by said Exhibitor: all such work to be ordered on forms furnished for such purposes. No other contractors will be permitted in the convention center. Exhibitors will be billed by the Association's authorized contractors and bills must be paid before the exhibition closes. Any disputes arising between Exhibitors and authorized contractors must be referred to Show Management.

Safety: All personnel at track site during move-in and move-out must wear hard hats and safety shoes as required by the BNSF Railway Company.

Freight: Arrangements for freight requiring special handling at the rail yard should be made at least 30 days before move-in. Special handling includes labor and/ or machinery needed to move large equipment. The

exhibitor must contact the official decorator to schedule these requirements. Failure to plan for these services could cost exhibitors considerable money, time and the inability to display their material as planned.

Questions? Contact your host association below.

REMSA Exhibit Sales

Urszula Soucie, Director of Trade Shows & Operations 202-715-2921 | soucie@remsa.org

RSI Exhibit Sales

Railway Supply Institute (RSI) Amanda Patrick, Exhibits Manager 202-347-4664 | patrick@rsiweb.org