

# Glass Expo Midwest™ 2018

## Rules and Regulations

*Organized by: Key Communications, Inc., publisher of USGlass magazine, USGNN.com™ and Architects' Guide to Glass & Metal.*

Please reserve booth space for my/our use at the Glass Expo Midwest 2018, owned and managed by the Key Communications, Inc. (Show Management) to be held at the JW Marriott Indianapolis, Indianapolis, Indiana. Hereinafter Key Communications, Inc., is referred to as Show Management. JW Marriott Indianapolis is hereinafter referred to as the Facility. The event is hereinafter referred to as Glass Expo Midwest 2018 (the event). Each exhibit booth will be 10 feet wide x 8 feet deep with standard back and side drape and company ID signage. Each company shall receive one booth package and a listing in our official program directory. Booth assignments are subject to availability, upon receipt of the signed contract, and a deposit for one half the total booth cost.

NOTE: Prior to execution of this contract, it is suggested that the rules and regulations below be carefully read. For all questions in regard to **Glass Expo Midwest™ 2018** please contact: Show Management, Key Communications, Inc., 20 P G A Drive, Suite 201, Stafford, VA 22554.

### **RULES & REGULATIONS SUBJECT TO CHANGE**

#### **1. SHOW SPONSOR & EXHIBITION MANAGEMENT:**

Show Management is Key Communications, Inc. which owns and manages Glass Expo Midwest™ 2018. These rules & regulations constitute an essential part of the contract for the exhibit space. Show Management reserves the right to render all interpretations & to establish further regulations as may be deemed necessary for the general success of the exhibition. Show Management reserves the right to decline, prohibit or expel an exhibit which in its judgement, is out of character of the exhibition and/or is invalidation of this contract or any rules & regulations now or hereafter in effect. This reservation is inclusive of persons, things, printed matter, products, conduct, etc. Dimensions of all exhibit areas are believed to be accurately stated on the floor plans, but any discrepancies are not the fault of Show Management.

**2. Venue:** Facility lighting does not illuminate all areas evenly & effectively & Show Management will not assume responsibility for providing additional lighting. The Exhibitor can order additional lighting at the prevailing rates (See Exhibitor Service Manual). Show Management will not assume responsibility for the temperature levels of the exhibit hall during set-up, show &

tear down. Show Management reserves the option in any emergency to either substitute comparable display space if required by unforeseen circumstances, or to refund the exhibit fee. Exhibitors shall be bound by all pertinent laws, codes & regulations of municipal or other authorities having jurisdiction over the exhibit facility or the conducting of said exhibit, together with the rules & regulations of the owners and/or operators of the facility in which the exhibition is held.

**3. SCHEDULE OF PAYMENTS:** 50% due with booth contract. Full payment is due by within ten (10) days of signing the contract for space or by **August 10, 2018** whichever comes first. If the exhibitor does not make full payment when due under the terms of this contract, Show Management may terminate this contract or re-assign their booth space.

**4. SOLICITATION:** Distribution of advertising material & Exhibitor solicitation of any sort shall be restricted to the Exhibitor's booth. Exhibitor's exhibit or product may not extend into any aisle. No Exhibitor shall arrange his exhibit so as to obscure or prejudice adjacent Exhibitors in the opinion of Show Management.

**5. SUBLETTING OF SPACE:** Exhibitor agrees not to assign, sublet, or apportion space or any part thereof allotted to it, not to exhibit or advertise goods other than manufactured or sold

by it in the regular course of business unless approved in writing in advance by Show Management's sole discretion.

**6. CANCELLATION & REFUND POLICY:** Cancellation of all, or part, of the exhibit space must be in writing to Show Management by **July 1, 2018** to receive a full refund, less a service fee equal to 20% of the cost(s) of the booths cancelled. No refunds will be made after this date. If the Exhibitor does not make full payment when due under the terms of this contract, Show Management may terminate this contract & the Exhibitor shall be responsible for payment to Show Management of all amounts which would have been due Show Management, under the terms of this contract.

**7. EXHIBITOR INSURANCE:** All property of the Exhibitor is understood to remain under its custody & control in transit to & from and within the confines of the exhibit area. Show Management, the Association & the Facility do not maintain insurance covering Exhibitor's property & exhibitor hereby releases & discharges all such parties from any & all liability with respect to damage or injury to exhibitor's property regardless of the cause thereof. Exhibitor must carry Comprehensive General Liability coverage, including premises, operations and contractual liability coverage of at least \$1,000,000 for

Personal Injury Liability, and \$1,000,000 for Property Damage Liability, and statutory workmen's compensation with Employer's Liability with a limit of \$500,000 or insurance in full compliance with all federal & state laws & covering all of Exhibitor's employees engaged in the performance of any work for the Exhibitor at The Event. Exhibitor must carry an auto policy with the same limits of liability if a vehicle is displayed in the exhibit booth. Certificates of insurance detailing liability amounts must be submitted by September 1, 2018.

**8. DISABILITY PROVISIONS:**

Exhibitor represents & warrants (1) that its exhibit will be accessible to the full extent required by law; (2) that its exhibit will comply with the Americans with Disabilities Act (ADA) & with any regulations implemented by that Act; & (3) that it shall indemnify & hold harmless from & against any & all claims & expenses, including attorneys' fees & litigation expenses, that may be incurred by or asserted against Show Management, its officers, directors, agents or employees on the basis of the exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information line, 800/514-0301 and from the ADA Web site at [www.usdoj.gov/crt/ada/adahom1.htm](http://www.usdoj.gov/crt/ada/adahom1.htm).

**9. DEFAULT OF OCCUPANCY:**

Exhibitors will not be permitted to set up their exhibits if there are any outstanding balances due to Show Management. It is further agreed that actual occupation of the exhibit space by an exhibit is of the essence thereof, & that should the exhibition be unable to affect the sale of the space as herein provided, Show Management is then expressly authorized to occupy or cause said space to be occupied in such manner as it may deem in the best interest of the exhibition, without any rebate or allowance whatsoever to the Exhibitor & without in any way

releasing Exhibitor from any liability hereunder, & Exhibitor expressly agrees to pay the exhibition the full sum as herein set forth. If the Exhibitor fails to exhibit, or to comply in any respect with the terms of this agreement, then Show Management shall have the right without notice to the Exhibitor, to sell or offer for sale the exhibit space covered by this contract, Exhibitor to be liable for any deficiency, loss or damage suffered by Show Management by reason of the premises stated, which loss or damage the Exhibitor agrees to pay the Exhibition Manager upon demand & together with reasonable legal fees, expenses & costs incurred by reason thereof.

**10. FORCE MAJEURE:** In the event the Facility or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event as a result of fire, flood, hurricane or threat of hurricane weather, tempest or any other such natural cause or as a result of governmental intervention, malicious damage, acts of war, terrorism, strike, lock-out, labor dispute, riot or any other cause or agency over which Show Management has no control, or should Show Management decide that because of any such cause it is necessary to cancel, postpone, or re-site the Exhibit, or reduce the installation time, exhibit time, move-in or move-out time, Show Management shall not be liable to indemnify nor reimburse the Exhibitor in respect of any rent or fees damage or loss, direct or indirect, arising as a result thereof.

**11. EXHIBIT SPACE**

**ASSIGNMENT:** Contracts for exhibit space are assigned on a first-come, first-served basis by the date application & payments are received. Every effort will be made to assign the exhibitor to one of their top three chosen spaces. However, Show Management reserves the right to make the final space assignment or to change the space assignment after the exhibitor's application is accepted should it be necessary in the best interest of the exposition.

**12. ATTENDANCE:** Show

Management shall have the sole control over admission of visitor to the exhibits according to the rules and regulations of the show or as established by Show Management. Show Management has the right to limit the admittance of exhibit personnel into the seminars and social events.

**13. RESPONSIBILITY:** Exhibitor assumes responsibility & agrees to indemnify & defend Show Management and the Association(s) & the facility & their respective employees & agents against any claims or expenses arising out of the use of the exhibition premises. The Exhibitor assumes the entire responsibility & liability for losses, damages & claims arriving out of injury or damage to exhibitor's displays, equipment & other property brought upon the premises of the facility & shall indemnify & hold Show Management, the facility, the Association(s) & their agents, servants & employees from any & all such losses, damages & claims. The exhibitor understands & that neither Key Communications, Inc. nor the facility nor the Association(s) maintain insurance covering the Exhibitor's property & it is the sole responsibility of the Exhibitor to obtain such insurance.

**14. LIABILITY:** The Exhibitor indemnifies & agrees to hold harmless Show Management & facilities & the sponsoring Association(s) & their officers, directors, employees & agents, from & against any actions, losses, costs, damages, claims & expenses (including attorney's fees) arising from any damage to property or bodily injury to exhibitor, his agents, representatives, employees by reason of the exhibitor's occupancy or use of the exhibition facilities. Although guard service may be furnished for the Exposition, neither Show Management, the Association(s) nor the Facility can or will be responsible for damage to, loss, or theft to property belonging to or injury to any Exhibitor, his agent, employees, business invitees, visitors, or guests.

Each Exhibitor is expected to carry his own appropriate insurance. The Exhibitor shall protect, save & hold Show Management, the Association(s) & the Facility forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, except for any damages or charges directly caused by the negligence of any of the foregoing indemnified persons or entities, as well as to strictly comply with the applicable terms & conditions contained in the agreement between the Facility or Show Management regarding the exposition premises; & further, the Exhibitor shall at all times protect, indemnify, save & hold harmless Show Management, the Association(s) & the Facility against & from any & all losses, costs (including attorneys' fees), damage, liability, or expense arising from or out of or by reason of any accident or bodily injury or other occurrence to any person or persons, including the Exhibitor, its agents, employees, & business invitees, which arises from or out of or by reason of said Exhibitor's occupancy & use of the exposition premises or a part thereof, except for those matters directly caused by the negligence of the foregoing indemnified persons or entities.

**15. SECURITY:** Show Management may provide perimeter security guard service, however, Exhibitor should insure its own exhibit & display materials from place of shipment to the exhibition facility & return, including the period during which materials remain in the exhibition, covering all risks (liability, fire, theft, damage, etc.) The sole intent of security is to provide visible deterrence. It is recommended that if sensitive or valuable items are on display, the exhibitor remove the items during non-show hours, or hire a security guard.

**16. DAMAGE TO PROPERTY:** The Exhibitor is liable for any damage caused to facility, building floors, walls

or columns, or to standard booth equipment, or to other Exhibitor's property. The Exhibitor may not mar, tack, make holes, apply paint, lacquer, adhesives or other coating to building walls, columns & floors or to standard booth equipment.

**17. UNION LABOR:** Exhibitors shall be bound by all contracts in effect between service contractors, the Facility & labor organizations.

**18. NON-OFFICIAL CONTRACTORS:** Exhibitors must notify Show Management in writing by September 1, 2018 of their interest to use the services of contractors other than those selected by Show Management for installation & dismantling. Exhibitor must obtain approval from Show Management in writing prior to providing its own independent contractors. The Exhibitor is responsible for ensuring that any Exhibitor-appointed contractors supply Show Management with a valid Certificate of Insurance, naming Exhibition Management as additional insured.

**19. EXHIBITOR SERVICE MANUAL:** Show Management will furnish an exhibitor service manual to the Exhibitor approximately 8 weeks from the exhibition. This manual will include specifications for shipping, exhibition hours, set-up hours, tear down hours, security, drayage, labor requirements, labor rates, electricity, lighting, water, carpeting, furniture, telephones, etc. This manual is to be read over carefully by the person in charge of preparing the exhibit & is incorporated herein.

**20. SERVICE ORGANIZATIONS:** Show Management shall designate contractors to perform work at Exhibitor's expense where not otherwise done by Show Management pursuant to this Contract. Where union personnel are required by the Exhibition Facility or by contractors involved, it shall be the Exhibitor's responsibility to comply with such requirements, in no event shall Show Management be

responsible for the conduct of contractors or their employees. Show Management assumes no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or the Exhibition Facility.

**21. BOOTHS:** A complete package per company (back & side wall draping, signage, furniture package: one draped table, two chairs and wastepaper basket) is provided by Show Management without cost to the Exhibitor. Hall is carpeted. If an Exhibitor plans to install a completely constructed display of its own, no part thereof shall so project as to obstruct the view of adjacent booths. No display may exceed a height of eight (8) feet on the back wall nor be higher than three (3) feet side wall specifications, without the consent of Show Management in writing prior to the start of the Event. Exhibit properties over four feet (4) high may not be placed in the forward four (4) feet of the display area of an in-line display.

**22. PHOTOGRAPHY/VIDEO:** Exhibitors are prohibited from taking any type of photograph or video of the exhibition without the consent of Show Management. Unauthorized use of photography equipment or video equipment may be subject to confiscation by Show Management.

**23. INSTALLATION & DISMANTLING PERSONNEL:** Exhibitors using companies other than Show Management-appointed contractors must advise them to check with the Exhibitor Service Center upon their arrival. Copies of all job orders must be presented at that time to the Show Management-appointed contractors' files to qualify their company's participation. Upon verification, official service badges allowing access to the exhibit area during service hours only will be issued.

**24. DELIVERY & REMOVAL DURING SHOW:** Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the exposition without



written permission from Show Management. All arrangements for delivery, during non-show hours, or supplies, such as flexible materials, cartons & products to be packaged must be made with Show Management. No deliveries may be made during show hours without permission from Show Management.

**25. REMOVAL OF HAND-CARRIED MATERIALS:** Passes will be required to remove any hand-carried materials from the floor. These passes will be available from Show Management.

**26. CONFLICTING EVENTS DURING SHOW HOURS:** The Exhibitor shall not extend invitations, call meetings, hold hospitality events or otherwise encourage absence of visitors/attendees from the exhibit hall & meeting rooms during the hours of the Conference & Exposition.

**27. DISMANTLING:** Exhibitor's displays shall not be dismantled or packed in preparation for removal prior to the official closing time of **2 p.m. Friday, November 9, 2018.** Every exhibit must be fully staffed & operational during the entire exposition. (Exhibitors who "break-down" early will be subject to a \$350 fine.)

**28. BADGES:** Badges are required for entry into the exhibit hall at all times. Badges are not transferable & will be confiscated if worn by other than the person to whom issued. The clear view of the official Show Management badge shall not be obstructed. Therefore, business cards or any other materials are not to be used in Show Management badge holders .

**29. CHARACTER OF EXHIBITS:** The general rule of the exhibit floor is "be a good neighbor." No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Booth personnel, including demonstrators are required to confine their activities within the exhibitor's booth space. Apart from the specific display space for which an exhibiting

company has contracted with Show Management, no part of the Facility & its grounds may be used by any organization other than Show Management for display purposes of any kind or nature. Within the Facility, Exhibitor brand or company logos, signs, & trademark displays will be limited to the official exhibit area only. Exhibitor maybe held liable for extra costs associated with food or other items distributed from the booth.

**30. MUSIC LICENSING:** Exhibitor represents & warrants that it shall not violate any copyright, trademark, or other similar intellectual property laws & that it shall comply with all copyright restrictions including, but not limited to, any license Show Management may obtain or any other laws & restrictions with respect to the use or performance of music. Exhibitor further represents & warrants that it shall obtain any additional license or grant of authority required of Exhibitor under the copyright laws & present Show Management with a copy of such license or grant no less than thirty (30) days prior to the start of the exposition.

**31. SAFETY REGULATIONS:** All display materials shall be fire-resistant or treated with a flame-retardant solution to meet requirements of the fire & safety codes in effect at the Facility. Electrical signs & equipment must be wired to meet the specifications of Underwriters Laboratories.

No storage of any kind is allowed behind the back drapes or in the exhibit space. All cartons, crates, containers, & packaging materials will be stored by the official service contractor. All aisles, corridors, exit areas & exit stairways must be maintained at their required width at all times that the exposition is open. No obstruction such as chairs, tables, displays or other materials will be allowed to protrude into the aisles. Each Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention & public safety for the public safety for the county of Marion

and the State of Indiana while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the Exhibitor

**32. ACCESS TO DISPLAYS:** Show Management may from time to time promulgate such regulations regarding hours of access to the exhibition hall as may be found in its judgment to be most practicable.

**33. RESTRICTION ON SELLING:** All over-the-counter sales or sales of any kind that involve the exchange of currency for goods received during the exhibition are prohibited.

**34. TAXES & LICENSES:** Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, state, or federal law applicable to their activity at the exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers & paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with their activities at the exhibition.

**35. AMENDMENT OF RULES:** Show Management reserves the right to make changes, amendments & additions for these rules at any time & all changes, amendments & additions so made shall be binding on the Exhibitor with the provision that all Exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by Show Management.

**36. LAWS APPLICABLE:** This contract shall be governed by the laws of the Commonwealth of Virginia, County of Stafford and adjudicated there as well. Exhibitor agrees to abide by the rules & regulations of the Commonwealth of Virginia, County of Stafford.

Rules and Regulations may be changed and updated by Show Management at any time, with or without notice.