

# EXHIBIT RULES & REGULATIONS

The American College of Prosthodontists (ACP) and its authorized representatives are hereinafter referred to as "Show Management" and the exhibition shall be referred to as the "Show" or "Exhibit Areas". The exhibiting company, its employees, agents, and representatives are collectively referred to as "Exhibitor".

## 1. PAYMENT AND REFUNDS

Applications received will be invoiced within 5-7 business days of receipt.

Applications submitted prior to April 1, 2019 require a payment equal to a minimum of 50% per booth space within 30 days of receipt of the official fee for payment invoice. Any booth balance will be due and payable on or before April 1, 2019.

Applications submitted after April 1, 2019 must be paid in full within 30 days of receipt of invoice.

Space will be temporarily assigned upon receipt of the application. It will then be confirmed upon receipt of payment.

NOTE: All exhibit spaces must be carpeted.

**Cancellation Policy:** Notification of intent to release contracted exhibit space must be received in writing by Show Management. If notification is received by April 1, 2019, a full refund of payment(s) made to the ACP less a \$250 cancellation fee. If notification is received between April 2 - May 31, 2019, 50% of payment(s) made to the ACP plus a \$250 cancellation fee. No refunds will be made as of June 1, 2019.

It is expressly agreed by the Exhibitor that in the event the Exhibitor fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning the use of exhibit space, Show Management shall have the right to reassign the booth location or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the Exhibitor, as set forth in the previous sentence, the Exhibitor shall forfeit as liquidated damages, the amount paid by the Exhibitor for its space reservation, regardless of whether or not the Show Management enters into a further lease for the space involved.

In case the Show shall not be held for any reason whatsoever, then and thereupon, the

rental and lease of space to the Exhibitor shall be terminated. In such case the limit claim for damage and/or compensation by the Exhibitor shall be the return to the Exhibitor of the prorated amount already paid for space for this specific event.

## 2. SPACE RENTAL AND ASSIGNMENT OF LOCATION

Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the Exhibitor and guidance of the priority point system.

Once priority assignments are made, ACP will assign booths on a first-come, first-served basis, regardless of the number of points earned/accumulated.

SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE SHOW.

ACP reserves the right to deduct points for violation of any ACP rules, regulations, guidelines, or policies (e.g. early tear down may result in negative points for future shows). Exhibiting companies are responsible for communicating ACP's priority point policy to their agents, employees, contractors, or anyone connected with or authorized by the company. Violations by third parties on behalf of participating companies will be cause for reduction of participating company points.

## 3. USE OF SPACE, SUBLETTING OF SPACE

No Exhibitor shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Show Management.

Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the Exhibitor's display, parent, or subsidiary companies excepted.

Exhibitors must show only products and/or services or dealt in by them in the regular course of business. Should an article of non-exhibiting firm be required for operation or demonstration in an Exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint, or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the

Exhibit Areas.

## 4. EXHIBITORS AUTHORIZED REPRESENTATIVE

Each Exhibitor must name one person to be the representative in connection with installation, operation, and removal of the firm's exhibit. Such representative shall be authorized to enter into such service applications as may be necessary and for which the Exhibitor shall be responsible. The Exhibitor shall assume responsibility for representation in attendance throughout all Show periods; and this representative shall be responsible for keeping the exhibit neat, staffed, and orderly at all times. For their own safety and protection, children under sixteen (16) years of age will not be admitted to the exhibit halls.

## 5. INSTALLATION AND REMOVAL

Show Management reserves the right to adjust the time for booth installation prior to the Show opening and for its removal after the conclusion of the Show.

### Installation

Wednesday, Oct. 30, 12:00 – 7:30 p.m.

### Dismantle

Friday, Nov. 1, 2:30 – 6:00 p.m.

Any space not claimed and occupied by 5:30 p.m. on Wednesday, Oct. 30 may be resold or reassigned without refund. No Exhibitor will be allowed to dismantle or repack any part of an exhibit until the closing of the show.

## 6. OPERATION OF DISPLAYS

Show Management reserves the right to restrict the operation or promotion of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the Show as a whole, or is outside the purpose or mission of Show Management. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the Show as a whole. Use of so-called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

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**Booth Representatives:** Booth representatives including models or demonstrators must be properly registered and wear badges. They must be properly and modestly clothed. Excessively revealing attire is prohibited. Three exhibit hall registrations are included per 10' x 10' booth. Any additional registrations are \$150 per representative.

**Contests, Drawings & Lotteries:** All promotional activities of this nature must be approved in writing by Show Management no later than 60 days prior to the opening of the Show.

**Food & Beverage:** Food and beverage may not be served in the exhibit hall except with the written permission of Show Management, and must be ordered through official Catering Department Food and beverages provided by Show Management are intended for dentist attendees of the meeting, not exhibit booth personnel.

**Literature Distribution:** All demonstrations or other activities must be confined to the limits of the Exhibitor's booth space. Distribution of circulars may be made only within the space assigned to the Exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by Exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility unless approved in writing by Show Management no later than 60 days prior to the opening of the Show. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

**Live Animals:** Live animals are prohibited on the Show Floor with the exception of service animals in compliance with the Americans with Disabilities Act.

**Sales:** All sales transacted at the Show must be accompanied by a receipt and Exhibitor is required by state laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on them.

**Sound:** Microphones are not permitted. Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent Exhibitors and their patrons, nor cause the aisles to be blocked. Operators of

noisemaking exhibits must secure approval of operating methods before the exhibit opens.

## 7. ARRANGEMENT OF EXHIBITS

Each Exhibitor is provided the link to the Official GES Exhibitor Services Manual. The Manual describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions, and limitations contained in the Manual. If, in the sole opinion of Show Management, any exhibit fails to conform to the Manual guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the Show.

**Exhibitor Plan Review:** Booth construction plans and layout arrangements for first-time Exhibitors, exhibits in peninsula or island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the Show.

## 8. EXHIBITS & PUBLIC POLICY

Each Exhibitor is charged with knowledge of all State, County, and City Laws, ordinances and regulations pertaining to health, fire prevention, and public safety, while participating in the Show. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped, or otherwise affixed to any pillars, doors, walls, or other parts of the building. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual Exhibitor's space, materials, and operation is concerned. Should an Exhibitor have any questions as to the application of such laws, ordinances, and regulations to the exhibit or display, Show Management will endeavor to answer them. All booth decorations must meet flame-proofing codes. All exits, hallways, aisles, and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform with National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Designated "No Smoking" areas must be observed.

If unusual equipment or machinery is to

be installed, or if appliances that might come under fire codes are to be used, the Exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City and State fire regulations.

Independent contractors must conform to IAEE, ESCA, and ED&PA guidelines and must be signatory to a current local collective bargaining agreement. An Exhibitor who makes any claim or advertises at the ACP in any way which, in the sole opinion of Show Management, is false, misleading or otherwise against public policy, may, at the sole discretion of Show Management, be required to discontinue such claim or advertising.

## 9. NO ENDORSEMENT

By entering into this Agreement, Show Management neither directly nor indirectly endorses any product or service provided, or to be provided, by Exhibitor, whether directly or indirectly related to this Agreement. Exhibitor will not state or imply that this Agreement is an endorsement by ACP.

## 10. STORAGE OF PACKING CRATES AND BOXES

Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is the Exhibitor's responsibility to mark and identify exhibit crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Crates, boxes, or other exhibit materials unclaimed by the Exhibitor after the Show will be removed at the Exhibitor's expense. Exhibitors will be billed by Show Management for removal time and materials at prevailing rates.

## 11. SOCIAL ACTIVITIES

Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official Show activities, including exhibit hours, social functions, educational seminars, and any other related activity scheduled by Show Management.

## 12. AMERICANS WITH DISABILITIES ACT

Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths and marketing materials accessible to persons with disabilities. Exhibitor shall also indemnify, defend, and hold harmless

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the ACP, Show Management, and facility against cost, expense, liability, or damage which may be incident to, arise out of, or be caused by Exhibitor's failure to comply with the Act.

## 13. LIABILITY AND INSURANCE

All property of the Exhibitor remains under the Exhibitor's custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism, or other causes, and the Exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the Exhibitor. It is recommended that Exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

## 14. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend, and hold and save ACP, its officers, directors, employees, agents, and Show Management, and each of them, whole and harmless of, from, and against all claims, demands, actions, damages, loss, cost, liabilities, expenses, and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence, or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance, or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence, or willful misconduct of Show Management.

Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including attorneys' fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation. The terms of this provision shall survive the termination or expiration of these Exhibit Rules and Regulations.

**Property Damage:** Neither Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion, or other insurable casualty, and Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

**Use of Certain Property:** Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes, or dramatic rights used on or incorporated in the Exhibitor's space. Exhibitor shall indemnify, defend, and hold harmless ACP, Show Management, the City, and their officers, directors, members, agents, and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees, and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

## 15. WAIVER

Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

## 16. ATTORNEYS' FEES

Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement,

Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

## 17. OTHER REGULATIONS

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL. IN NO EVENT SHALL ACP, SHOW MANAGEMENT, SHOW FACILITY, THEIR OWNERS, MANAGERS, OFFICERS, OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES, AND AFFILIATES (COLLECTIVELY "ACP PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF ACP PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT ACP PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE ACP PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY

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ALL ATTORNEY'S FEES AND COSTS INCURRED BY ACP PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS APPLICATION AND EXHIBIT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.

## 18. UNLAWFUL HARASSMENT POLICY

It is the policy of the American College of Prosthodontists (ACP) that any supervisor, employee, officer, Director, Annual Session participant, or vendor should be able to work in an atmosphere free from all forms of discrimination, including sexual and other forms of unlawful harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature.

The ACP prohibits all unwelcome sexual flirtations, advances, or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, display in the workplace of sexually suggestive objects or pictures, sexually explicit or offensive jokes, and physical assault. No supervisor, employee, officer, Director, Annual Session participant, or vendor shall threaten or insinuate, either explicitly or implicitly, that another individual's refusal to submit to sexual advances will adversely affect that person's employment, work status, evaluation, wages, advancement, assigned duties, or any other condition of employment or career development. Similarly, no supervisor, employee, officer, Director, Annual Session participant, or vendor shall promise, imply, or grant any preferential treatment in connection with another individual engaging in sexual conduct.

Each member of the ACP's management and leadership is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, every individual is responsible for respecting the rights of other individuals. It is the responsibility of each individual to report incidents of discrimination and harassment.

Any individual who feels he or she is a victim of discrimination or harassment by any supervisor, management official, officer, Director, other employee, Annual Session participant, or vendor (or who otherwise believes that discrimination or harassment is occurring) should bring the matter to the immediate attention of his or her supervisor so that an investigation can be conducted. If that would prove to be uncomfortable, any individual may directly contact any other member of management, the ACP's Executive Director, or any officer of the ACP. All allegations of discrimination and/or harassment will be promptly investigated in as confidential a manner as possible, and appropriate corrective action will be taken if warranted. The ACP will retain confidential documentation of all allegations and investigations.

Individuals are encouraged to come forward and utilize the procedures described above, and retaliation against any individual for exercising any rights under this policy is strictly prohibited. Any supervisor, employee, officer, Director, Annual Session participant, or vendor who is determined, after an investigation, to have engaged in discrimination and/or unlawful harassment shall be subject to disciplinary action, up to and including discharge or expulsion where warranted.

## 19. PHOTOGRAPHS & RECORDINGS

Registration and attendance at or participation in the Show and other ACP meetings and other activities constitutes an agreement by the Exhibitor on behalf of its employees, agents, and contractors to ACP's use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents, and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

## 20. ACCESS TO PERSONAL DATA

In the performance of the services under this Agreement, Exhibitor may have access to the personal data of members, attendees, and participants in the Show. Exhibitor agrees that it shall be solely responsible for compliance with any applicable data protection laws and regulations in connection with such data including, but not limited to, the European Union's General Data Protection Regulations. Further, Exhibitor shall follow the terms of the privacy policy of ACP as well as any terms and conditions placed on Exhibitor's access to, use, and storage of data by ACP, its members, attendees, and participants in the Expo.

## 21. FDA DISCLOSURE REQUIREMENTS

Displays or graphical depictions of drugs or devices declared investigational or unapproved by the United States Food and Drug Administration (FDA) must (1) contain only objective statements about the product; (2) contain no claims that state or imply, directly or indirectly, that the product is reliable, durable, dependable, safe, or effective; and (3) contain no claims that the product is in any way superior to any other marketed products.