

ELIGIBILITY

Arc shall have the sole right to determine the eligibility of exhibits, including, but not limited to: companies, products, systems, services, booth graphics, printed matter distributed at the conference, souvenirs and giveaways, costumes and booth personnel attire, and all other exposition features and activities.

PRIVACY

Exhibitor agrees to ensure that consent has been given before collecting or using personally identifiable data collected through the conference, comply with the requirements of all data privacy, rules, laws and regulations including but not limited to GDPR and the California Consumer Data Privacy Act.

PROMOTIONAL MATERIAL

Sample articles, premiums, novelties, publications, souvenirs, and printed educational and promotional materials **may be distributed from the confines of the exhibitor's booth only**. All such materials must be made available to all exhibition attendees so long as the materials are offered. Prizes, contests or drawings are permitted with the permission of Arc. Samples of hand-out materials other than literature pertaining to exhibitor's products and services must be approved in advance. Arc may withdraw permission to distribute any material it considers objectionable.

FOOD AND BEVERAGE

Any food or beverage distribution must be approved in advance and provided by the Exhibit facility services unless otherwise approved.

CONFLICTING EVENTS

In the interest of the success of the entire conference and exposition, the exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of attendees or exhibitors from the conference or exhibit hall during the official posted hours of the conference and exposition except when approved by Arc. All sponsor or exhibitor events, parties, gatherings, or dinners of 25 or more people within a 5-mile radius of The Conference Venue during the Official conference dates, must be approved in advance by Arc conference staff.

COMPETITIVE EVENTS

The Exhibitor shall not, during the Event and a two-day period before the first day and post the last day, conduct, sponsor or affiliate with, within 25 miles of the Event, any functions, classes, seminars, exhibits, or similar activities (hereinafter "functions") for more than 25 people which are similar to, competitive with or complementary to, any functions, classes, seminars, exhibits or other activities at the Event, other than (i) the exhibit provided for in this contract, or (ii) those functions approved by Arc in writing and held at a location specifically authorized by Arc.

ROOM BLOCKS, HOSPITALITY SUITES & MEETING ROOMS

All room blocks, hospitality suites and meeting rooms must be approved by Arc and arranged through the Exhibit Facility or Conference Hotel(s). Only confirmed, fully paid exhibitors will be allowed to use room blocks, hospitality suites and meeting rooms. Approved use of hospitality suites and meeting rooms is limited to your company's staff meetings and one-on-one meetings with attendees. All other uses of meeting rooms must be approved in advance by show management. Demos and sales presentations are prohibited in hospitality suites and meeting rooms. Cancellation of exhibit space will result in automatic cancellation of any and all room blocks, hospitality suites and/or meeting rooms. If cancellation occurs within 60 days of event, all rental fees will be non-refundable.

CONDUCT & RESTRICTIONS

Arc reserves the right to restrict exhibits which because of noise, odors, methods of operation or any other reason become objectionable or otherwise detract from or are out of keeping with the character of the exposition as a whole. The use of noise makers such as confetti guns, horns and drums is strictly prohibited. This reservation includes persons, things, conduct or printed material. Arc reserves the right to alter or close any exhibit which does not conform to the provisions of this contract. No refund shall be due under such circumstances. Arc also reserves the right to exclude any nonconforming party from exhibiting at any future Arc program or to give lowest priority for future exhibit space. These actions do not constitute exclusive remedies, and Arc may avail itself of any remedy in law or equity in addition to these actions. The taking of photography and videos inside the Event's general sessions and breakout sessions is strictly prohibited without prior written approval of Arc. The taking of videos within the Event's Expo Hall by exhibitors is permitted, only as long as the video is shot from, and contains only footage within, the confines of the exhibitor's booth area. All other video is strictly prohibited.

BOOTH STAFFING

Exhibit booths must be staffed during all posted exhibit hall hours. No exhibit or portion thereof may be removed from the exhibit hall during the conference without the written consent of Arc. Any infraction may result in exhibitor being prohibited from exhibiting at future expositions.

ADMISSION

Arc shall have sole control over admissions policies at all times. Any person visiting the exhibits is required to wear an appropriate badge while in attendance. All exhibitor personnel must wear an Exhibitor's Badge or appropriate conference registration badge at all times.

SUB-LEASING

Exhibitor shall not allow any other corporation or firm or its representatives to use the space allotted to the exhibitor, nor shall the exhibitor display articles not manufactured or normally sold by the exhibitor. Co-participation by any other corporation or firm or its representatives in space assigned to the original applicant must be authorized by written permission from Arc and shall incur an additional charge of 25% of the total cost for exhibit space for each additional participant.

CANCELLATION POLICY

Written notice of cancellation must be received by Arc at least 120 days in advance of the scheduled exhibition date or exhibitor will be held liable for the total booth rental irrespective of the reason for the cancellation, including cancellations due to failure of an exhibit to arrive. Exhibitors who have paid in full and who notify Arc of cancellation prior to the 120-day deadline will receive a refund of rental fees equal to 50% of the total booth rental. Arc shall not be responsible for shipping charges, construction costs, labor charges, expenses for preparation of exhibits or any other expenses or indemnity in the event that the material fails to arrive. Exhibitor shall not be entitled to a refund of the booth rental if the exhibition is canceled by Arc as a result of strike, riot, civil disorder, act of war, act of God or any other reason whatsoever not within the control of Arc. Notwithstanding anything in this agreement to the contrary, if Arc cancels the event because of COVID-19 or converts the event to a virtual event, the Exhibitor shall have the option to credit any deposited funds to future Arc events or request a full refund. Any refunds due by Arc will be paid no later than 60 days after the close of the conference.

DEFAULT

Any exhibitor failing to occupy space contracted for but not canceled by 7 a.m. on the first show day, is not entitled to any refund. Arc shall have the right to use said space to suit its own convenience, including selling the space to another exhibitor without any refund to the defaulting exhibitor and without incurring any obligation of any kind to said prospective exhibitor.

SHIPPING

The exhibitor agrees to ship, at its own risk and expense, all articles to be exhibited and agrees to conform to the rules for shipping as contained in the Decorator Service Kit. The Exhibit Facility has no facilities for receiving and storing materials prior to the opening of an exposition. DO NOT ship equipment or displays directly to the exhibit facility, or to the hotel in which exhibit personnel are housed. Detailed shipping instructions will be included in the Decorator Service Kit which will be available approximately 90 days prior to the exposition.

LABOR

Skilled and unskilled labor for unpacking, setting up and re-packing of exhibits will be supplied by the decorating contractor. Rates for this service will be quoted by the decorating contractor. Extra or unusual labor for any action affecting the exhibit facility will be charged directly to the exhibitor based upon time and materials factors. Exhibitors must make arrangements for this type of activity as specified in the Decorator Service Kit. Exhibitors that plan to use outside contractors must notify Arc in writing 60 days prior to the Expo. Outside contractors are required to supply verification of liability insurance coverage. All labor must have local union clearance.

ARRANGEMENT OF EXHIBITS

Exhibitor understands and agrees that Arc has the sole discretion on assignment of booths and exhibit space. Arc reserves the right to change Exhibitor's assigned location at time in its sole discretion. Exhibits may not project beyond the space allotted or interfere with traffic to the exhibits of others. Any exhibit not meeting these requirements must be dismantled or altered upon request. Arc follows the IAEE Guidelines for Display Rules and Regulations, a copy of which is found in the show exhibitor kit. Provisions include that in-line exhibits must not exceed 8' in height. Any construction over 42" in height must be kept within 4' of the back of the booth. Hanging signs are not permitted over in-line booths, or booths smaller than 20' x 20'. Island/Open Areas measuring at least 20' x 20' exhibits' hanging signs, banners and displays must not exceed 22' in height or extend lower than 18'. Arc has allowed for this height variance for hanging banners as an exception from the stated IAEE guidelines. Two-story booths must be approved by the Exhibit Facility, Fire Marshal and Show Management. No hanging signs may block the view of other exhibit aisles or booths. For booth structures that are taller than 42" in height, care must be taken to maintain sufficient sight lines to surrounding booths, as determined by show management.

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 exhibition.

INSURANCE

No later than 30 days prior to the Event, Exhibitor shall furnish Arc with an insurance certificate reasonably acceptable to Arc, naming Arc and the Exhibit Facility as additional insureds and waiving subrogation under its general liability policy. Exhibitor shall maintain adequate property and liability insurance coverage, including coverage for workers compensation, employer's liability (with limits not less than \$2,000,000 per occurrence).

FLOOR COVERING

Booth spaces are not carpeted; aisles are. All booths require carpet or floor covering and must be ordered or provided by the exhibitor, at the exhibitor's expense. If a floor covering is not in place by 2 hours before the opening of the exhibition, Show Management will order the service and charges will appear on the exhibitor's invoice.

UTILITIES

Gas, electricity, water, air, drains and telephones are available. All utility requirements needed by exhibitor must be ordered through the Exhibit Facility. Rates will be quoted in the Decorator Service Kit.

INSTALLATION & DISMANTLING

Set up and tear down times will be announced in the Decorator Service Kit. All exhibit materials must be removed from the Exhibit Facility promptly at the close of the exhibit, and the Exhibit Facility reserves the right to re-ship the display material via any carrier which it deems expedient if the carrier designated by the exhibitor does not promptly remove the merchandise from the facility or if the area is needed by the facility. Children under the age of 18 are specifically prohibited from being on the Exposition floor during move-in and move-out hours.

FIRE REGULATIONS

All booth decorations and construction must conform to the regulations of the Host City Fire Marshal. Cloth or other flammable materials must be flame-proof. Packing containers, excelsior, wrapping and similar material must be removed from the exhibit area and not stored under tables or behind displays.

PROTECTION OF PROPERTY

Nothing shall be pasted, tacked, nailed, screwed or otherwise affixed to columns, walls, floors or other parts of the building or furniture. Gasoline driven vehicles must be drained of gasoline prior to moving into the premises. A drip pan must be placed under each vehicle. Gasoline driven motors must not be operated in the exhibit area. Batteries must be disconnected, and gas caps locked. The use of helium balloons and/or drones is strictly prohibited. If the premises are defaced or damaged by an act of negligence by any exhibitor, its agent/s or guest/s, the exhibitor will pay for any and all expenses incurred by damages to physical property, caused by exhibitors, riggers, haulers or other contractors engaged for the purpose of moving exhibits and equipment into and out of the building.

LIABILITY

Exhibitor agrees to protect, save and keep Arc and the Exhibit Facility forever harmless for any damages or charges imposed for violation of any law or ordinance whether occasioned by the negligence of exhibitor or those holding under the exhibitor, as well as to strictly comply with the applicable terms contained in the agreement between Arc and the Exhibit Facility regarding the exhibition premises; and further, exhibitor shall at all times protect, indemnify, save and keep harmless Arc and the Exhibit Facility against and from any and all loss, cost, damage, liability, injury or expense (including attorney's fees) arising from, out of, or by reason of any accident or other occurrence to anyone, including the exhibitor, its agents, employees and business invitees, which arise from or by reason of said exhibitor's occupancy and use of the exhibition premises or part thereof. The exhibitor understands that neither Arc nor the Exhibit Facility maintains insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain coverage at their expense against personal injury, property damage, fire, and theft in such an amount as the Exhibit Facility requires.

OFFICIAL SHOW VENDORS

Official show vendors will be listed in the Exhibitor Portal. Unofficial show vendors may be denied access to the Expo Hall. Some exhibitor service and audiovisual companies are actively contacting exhibitors. Please be aware that Arc is not supplying these companies with any of your information, and they are not affiliated with Arc in any way.

BOOTH PAYMENT & SET-UP POLICY

50% of the booth space fee is due with the signed contract or within 30 days of receiving an invoice. The remaining balance is due 120 days prior to the event. No exhibitor will be allowed to set up until all fees are paid in full. Exhibits not set up 1 Hour prior to Expo Hall opening, may be set up by the official contractor and the work must be paid for by the exhibiting company.

TRANSPORTATION OF EVENT ATTENDEES

The exhibitor shall not provide, or make arrangements for, the transportation of Event attendees to or from the Event without the prior approval of Arc.

INTERPRETATION

These regulations become a part of the contract between exhibitor and Arc. Exhibitors or their representatives who fail to observe the conditions of the contract or who, in the opinion of Arc, conduct themselves unethically may be dismissed from the exhibition without refund.

GENERAL

All matters and questions not covered by the Official Regulations and Contract Conditions are subject to the discretion of Arc. The Regulations and Contract Conditions may be amended or supplemented at any time by Arc, and all such amendments or additions shall, upon reasonable notice, be as equally binding on all parties affected as the Official Regulations and Contract Conditions.

INTELLECTUAL PROPERTY

The exhibitor agrees to hold Arc its officers, directors, employees, and agents, harmless from all loss, costs claims, causes of action, obligations, suits, damages, liability expenses, and costs including reasonable attorney's fees arising from or out of any violation or infringement (or claimed violation or infringement) by Exhibitor, Exhibitor's agents or employees of any patent, copyright, or trade secret rights or privileges. Each Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material in exhibit booths or displays. No exhibitor will be permitted to play, broadcast, or perform music or display any other copyrighted material, such as photographs or other artistic works, without satisfactory proof that the Exhibitor has, or does not need, a license to use such music or copyrighted material. Exhibitor grants Arc a royalty-free, non-exclusive license for Arc to display the graphics, logos and trademarks submitted to Arc for the purpose of performing its obligations under this Agreement. Exhibitor warrants that it is the owner or license of all the intellectual property used by Exhibitor at the event or in promotion thereof. Exhibitor agrees to defend, indemnify, and hold harmless Arc, its officers, directors, employees, and agents, harmless from all loss, cost claims, causes of actions, obligations, suits, damages, liability expenses, and costs including attorney's fees arising from or out of any dispute involving intellectual property owned or used by Exhibitor at the event or in promotion thereof.

