

Exhibitor Contract

Rules, Terms and Conditions

1. CONTRACT

The following rules and regulations become binding upon acceptance of this contract between the Exhibitor, its employees, and agents, and the American Association of Port Authorities (AAPA), its employees, contractors and agents, and any additions and amendments thereto that may be established or put into effect.

2. SPACE ASSIGNMENT

Space will be assigned to all applicants by the AAPA Exhibit Services Director according to the earliest received applications. Every effort will be made to assign the exhibitor to one of its preferred spaces, however, the AAPA Exhibit Services Director reserves the right to make the final space assignment or change the space assignment, after the acceptance of the application should it be necessary in the best interest of the Exhibition.

3. PAYMENT AND CANCELLATIONS

(A) Applications for space must be accompanied by full payment.

(B) Should an exhibitor cancel from the show, the following shall apply:

1. Cancellation between time of application and 60 days prior to opening, \$200 cancellation fee.
2. Cancellation from less than 60 days, no refund of monies paid.

(C) No cancellation shall be acknowledged unless received by AAPA in writing. The date upon which the notice of cancellation is received shall apply as the official date of cancellation.

(D) Upon notification of cancellation, AAPA has the right to resell the cancelled space.

4. EXHIBITOR SERVICE KIT

An Exhibitor Service Kit containing general and technical information regarding the Exhibition, the facilities at the Exhibition site and pertinent information, instructions and rates regarding the services of the official contractors will be provided to exhibitors in good standing approximately four weeks before the opening of the Exhibition.

5. SHIPPING/HANDLING AND RECEIPT OF FREIGHT

The Official Drayer, for the receipt of the exhibit materials and delivery of these materials to the exhibit space, will be designated in the Exhibitor Service Kit. Shipment of exhibit materials, whether by motor freight (common carrier) or air, should be forwarded in accordance with the specific instructions given by the Official Drayer in the Exhibitor Service Kit. Exhibit materials should always be sent prepaid with a copy of the Bill of Lading forwarded to the Official Drayer. All materials should be sent to the

location designated in the Exhibitor Service Kit. Exhibit material should be scheduled to arrive not more than 30 days prior to the show's opening or less than **seven (7) business days** prior to the show's installation. Motor freight and air freight companies do not deliver on weekends.

6. EXHIBIT STANDARDS

AAPA shall have the right to prohibit any exhibit or part of an exhibit which in its opinion is not suitable to or in keeping with the character or purpose of the Exhibition. Questionable exhibits shall be modified at the request of AAPA Show Management.

7. EXHIBITOR SERVICE DESK

Provisions will be made to maintain an Exhibitor Service Desk throughout the Exhibition's installation and dismantle periods.

8. SAFETY

(A) Fire regulations require all display material used for decoration to be flame proof. Any and all electrical equipment, including signs and lights, shall be in good operable condition and able to pass the inspection of the local Fire Underwriters Inspection Bureau. Each exhibitor agrees to be knowledgeable and responsible regarding ordinances and regulations pertaining to health, fire prevention, and public safety while participating in this Exhibition.

(B) The use of flammable materials is prohibited.

9. USE OF EXHIBIT SPACE

Exhibitors shall reflect their company's highest standard of professionalism while maintaining the booth at all times. The booth must be maintained by at least one company representative at all times during the show's operation. All demonstrations and exhibits must be confined to the contracted space. No exhibitors shall assign or sublet the whole or any part of his space.

10. SECURITIES/LIABILITIES/INSURANCE

(A) Only those Exhibitors properly identified and with the permission of the Show Management may enter the Exhibit Area.

(B) Neither will AAPA, its employees, contractors, agents, members, Host Port, the host convention center, nor their representatives and/or employees thereof be responsible for injury, loss, or damage that may occur to the exhibitor, or the exhibitor's employees or property, from any cause whatsoever, prior, during, or subsequent to the period covered by this application/contract.

(C) AAPA, its employees, contractors, and agents, will not be liable for failure to hold the Exhibition as scheduled. Payments for exhibit space will be returned in that event except that any actual expense incurred in

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connection with the Exhibition will be deducted if the Exhibition is called off 60 days prior to the opening date because of fire, or any act of God, or public enemy, or strike, or epidemic, or any law, or regulation, or public authority, which makes it impossible or impractical to hold the Exhibition.

(D) Exhibitors agree to maintain such insurance that will fully protect, hold harmless, and indemnify AAPA, its employees, contractors and agents, from any and all claims of any nature whatsoever, on or about the premises, including claims under the Workmen's Compensation Act, and for personal injury, including death which may arise in connection with the installation, operation or dismantling of the exhibitor's display.

(E) Damage to inadequately packed property is the exhibitor's own responsibility.

(F) Exhibitor understands that it assumes the risk of damage or loss to any property brought to or used at the Exhibition whether belonging to Exhibitor personally or to Exhibitor's company or to a contractor, agent or employee of Exhibitor.

(G) Exhibitor understands that it is responsible for any lost, stolen, or damaged items, including rental items provided by the Official Drayer. For example, holes, burns, or irreversible stains in linens caused by Exhibitor as well as any items broken or missing. These replacement costs incurred will be the responsibility of the Exhibitor.

(H) The Exhibitor will also be billed for any excessive cleaning that is needed upon return of items provided by the Official Drayer.

(I) Damage to the facility housing the Exhibition caused or done by an Exhibitor shall be replaced or repaired by the Exhibitor. Additionally, the exhibitor agrees to protect, save, and hold harmless AAPA, its employees, contractors, and agents, the official service contractors, Host Port and the convention center, of and from all loss, liability, and/or damage whatsoever, caused to the facility housing the Exhibition, or any part thereof, directly or indirectly.

(J) Exhibitor understands that beverages, both alcoholic and non-alcoholic will be provided at the Convention. Exhibitor agrees that it is under no obligation to consume alcohol and agrees that if it chooses to do so, Exhibitor will do so in moderation and should ensure that it is, at all times, within the legal limit for alcohol consumption and must be able to behave in a safe, professional, and respectable manner. Exhibitor specifically releases, holds harmless, and indemnifies AAPA, its employees, contractors, agents, the official service contractors, Host Port and the convention center for any damages arising from personal injuries (including

death) or property damage sustained by the Exhibitor as a result of the consumption of alcohol at the Convention.

(K) Exhibitors are advised to add on to their existing insurance a portal-to-portal rider at a nominal cost, protecting them against the loss/damage to their materials by fire, theft, accident, etc.

(L) Exhibitors hereby assume the entire responsibility and hereby agree to protect, defend, indemnify and save AAPA, AAPA employees, AAPA agents, convention center, its owners, its operator, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of convention center and its employees and agents.

(M) Exhibitors shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this agreement, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage. AAPA shall be included in such policies as additional named insured. In addition, exhibitors acknowledge that neither AAPA, convention center, its owners, nor its operator maintain insurance covering exhibitor's property and that it is the sole responsibility of exhibitors to obtain business interruption and property damage insurance insuring any losses.

11. ADMISSION

AAPA shall have the sole control over all admissions of persons. All persons visiting the exhibit area will be admitted according to the rules and regulations of the Exhibition.

12. ADMENDMENTS TO REGULATIONS

Any and all matters and questions not specifically covered by the articles in this contract shall be subject to the decision of AAPA. The aforementioned items covered by this contract may be amended at any time by AAPA, its employees and agents, in the interest of the Exhibition and notice thereof shall be binding on exhibitors equally with the foregoing rules set forth in this contract.

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Please complete and sign this contract within 30 days from today to receive your assigned booth number.

I have read and agree to all rules, terms, and conditions set forth in the Contract Terms and Conditions.

Company Name

Printed Name

Authorized Signature

Date

**AMERICAN ASSOCIATION OF PORT AUTHORITIES
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