EXHIBITING with APPA

RULES & REGULATIONS

NOTE: Failure to abide by these conditions may result, at the discretion of the APPA, in the closing of an exhibit and/or the restriction or eviction of persons involved without compensation to the exhibitor, and the exhibitor may forfeit the right to exhibit at future APPA events. All matters not covered by these Rules and Regulations may be amended at any time by APPA show management; any such amendments shall be provided to, and shall be binding upon, all exhibitors.

- 1. A single exhibit space may be occupied by only one company. Companies displaying jointly must reserve at least as many spaces as there are numbers of companies in the joint display.
- 2. An exhibit space must be occupied by the same company for the duration of the show.
- 3. All displays, demonstrations, sales activities, etc. must be contained within the reserved space and may not impede traffic through the aisles. No solicitation or distribution of materials can take place within the exhibit hall aisles or in any other conference areas.
- 4. All spaces are 8' deep x 10' wide, unless otherwise noted.
- 5. All materials used in displays must be flameproof and meet local fire regulations. All electrical wiring must conform to local codes.
- 6. Press conferences or other media events organized by exhibitors and conducted during show hours in the exhibit hall are prohibited. Exhibitors should contact the APPA Director of Operations at 859.244.8206 to arrange for suitable location and scheduling of press conferences and other media events at least 30 days in advance of the show.
- 7. Because of insurance restrictions, all weapons displayed must be rendered inoperative.
- 8. Exhibitors or their agents shall not injure or deface the walls of the building, the booths, or the equipment of the spaces, including via painting and staining. Exhibitors are not permitted to drive tacks, nails or screws into the walls or woodwork. When such damage appears, the exhibitor is liable to the owner of the property so damaged. Use of stickers, decals and adhesive materials is limited to the exhibitor's own display.
- 9. Distribution of circulars or promotional material may be made only within the booth assigned to the exhibitor presenting such material. A firm or organization not assigned exhibit space will not be permitted to solicit business within the exhibit area or in any other conference areas.
- 10. APPA reserves the right to restrict exhibits that, because of noise, method of operation, materials, or for any other reason, become objectionable, and reserves the right to prohibit any exhibit that, in the opinion of show management, may detract from the general character of the exhibit show. Should this occur, APPA shall not be liable to the exhibitor for a refund of space rental fees or for any other damage whatsoever.
- 11. APPA requires any group, organization, corporation, company, or other entity which advertises in APPA publications or exhibits at APPA shows to respect the dignity of all individuals.
- 12. Any food or beverage served from an exhibit space which does not represent the product being exhibited must be purchased through the official Institute catering contractor.
- 13. To preserve our tax-exempt status with the Internal Revenue Service, APPA must insist that no monetary exchanges for goods or services take place in the exhibit hall.
- 14. Smoking is prohibited in the exhibit hall.
- 15. Exhibits that include the use of copyrighted music must obtain the proper licensing to use such music. The exhibitor assumes entire responsibility for the use of this music and shall indemnify and hold harmless APPA from any and all such losses, damages, and claims arising from this use.
- 16. Exhibit spaces must be in compliance with the requirements of the Americans with Disabilities Act (ADA) for "places of public accommodation." Exhibitors hereby agree that they will defend, indemnify, and hold and save APPA harmless from and against any and all claims, demands, actions, damages, losses, liabilities, expenses and judgments recovered from or asserted against APPA on account of any actual or alleged failure of the exhibitor's exhibit space to comply in any respect with the requirements of the ADA. Nothing in this agreement shall be deemed to be an admission by APPA or the exhibitor that either entity is a "public accommodation," or that the convention space or the exhibit space leased hereunder is a "place of public accommodation," under the ADA.

- 17. Exhibitor represents and warrants that it is in full compliance with all federal, state, and local equal employment laws, rules, regulations, and ordinances applicable to its operations.
- 18. Exhibitors accept full responsibility for their acts and conduct, as well as the acts and conduct of their invitees, within any part of the exhibit hall and conference area and agree to defend and indemnify APPA against any and all claims, demands, actions, damages, losses, liabilities, expenses and judgments recovered or asserted against APPA on account of any such acts or conduct.
- 19. APPA maintains no control over the personnel, equipment or operations of any air, water or surface carrier, cruise line, bus or limousine company, transportation company, hotel, restaurant or other person or entity furnishing services, products or accommodations as part of the Institute, because all of these suppliers are independent contractors. APPA shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of these suppliers or any of their agents, servants, employees or independent contractors; (2) by any defect in or failure of any vehicle, equipment, instrumentality, service, product or accommodation that is owned, operated, furnished or otherwise used by any of these suppliers; (3) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not under the direct control of APPA or (4) by any other cause, condition or event whatsoever beyond the direct control of APPA.
- 20. All vendors must carry insurance against damages and loss, and public liability insurance against injury and property of others. Additionally, the exhibitor understands that APPA does not maintain and is not responsible for maintaining insurance covering personal injury to the exhibitor or the exhibitor's property. It is the sole responsibility of the exhibitor to obtain insurance covering such losses or damages.
- 21. As a courtesy to all exhibitors, hospitality suites shall not be open, and private parties shall not be permitted, during the scheduled hours of the exhibit show, APPA meetings or other APPA functions. Exhibitors scheduling private functions in conflict with official APPA events will jeopardize participation in future APPA shows.
- 22. Any outstanding debts with the Association must be paid prior to any company, organization or agency occupying an exhibit space at any APPA show.
- 23. APPA shall not be liable for failure to perform its obligations hereunder due to strikes, riots, acts of God or any other cause beyond its control.
- 24. In the event of cancellation of the Institute for any reason, APPA's liability to an exhibitor shall not exceed the amount of rental fees paid over and above the nonrefundable deposit. The exhibitor's acceptance of these Rules and Regulations constitutes a release of APPA from any claims for damages in excess of said amount.
- 25. All regulations as stated herein are part of the legally binding space reservation contract. In signing, the exhibitor agrees to abide by the regulations as stated herein.
- 26. Show management reserves the right to make the final space assignments and to change, at its sole discretion, any such assignments as it may deem necessary for the betterment of the exhibition.