

# AGA Professional Development Conference & Exposition

## *Exposition Rules & Regulations*

The rules and regulations stated here and within the *AGA Catalog of Advertising, Exhibiting and Sponsoring Opportunities*, constitute a bona fide part of the contract for exhibit space. Show Management reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success and well being of the exposition. Show Management's decisions and interpretations shall be accepted as final in all cases. It is the responsibility of the exhibiting firm to be fully familiar with these Exposition Rules & Regulations and to see that all company representatives attending the exposition are also familiar with them.

### **Definition**

The words "Show Management" as used herein refer to the Association of Government Accountants (AGA).

### **Exhibitor Eligibility**

AGA reserves the right to determine the eligibility of prospective exhibitors for inclusion at its exposition. Eligibility will be determined following receipt of an Exhibit Space Application and prior to booth assignment. Acceptance of this contract should in no way be construed as an endorsement by AGA of either an exhibiting company or its products or services.

### **Exhibit Space Application**

Applicants for exhibit space are required to execute and forward an Exhibit Space Application/Order Form to AGA along with full payment for the space reserved.

### **Payment/Cancellation**

The exhibiting company agrees to pay the published exhibit fee once the application has been submitted to and accepted by AGA.

Cancellations must be made in writing. All exhibitors canceling standard booth space on or before December 16, 2005 will be charged a processing fee of \$500. If notice of cancellation is given between December 17, 2005 and February 3, 2006, exhibitors will be responsible for 50 percent of the total booth fee. Exhibitors canceling space after February 3, 2006 will be responsible for the total fee of the exhibit space reserved.

Please note: If an exhibiting company was assigned a prime booth location (as determined by AGA), the company will be charged an additional \$1,000 prime location cancellation fee if cancellation is received by December 17, 2005. Exhibitors canceling prime space after December 17, 2005 will be responsible for the total fee of the exhibit space reserved.

If a company does not occupy and exhibit in the designated space at the opening of the Exposition, and has not given the required written notice of cancellation, then AGA shall have the right to use the exhibit space in such a manner as it may deem in the exposition's best interest—this does not relieve the exhibitor's obligation of paying the full rental fee.

### **Confirmation**

Upon acceptance of your exhibit application, the contact person named at the top of the form will receive a confirmation letter providing your booth assignment and other conference details. This official contact person is responsible for providing company representatives and booth personnel with time schedules and other pertinent information.

### **Booth Assignment**

The first round of booth assignments will be made on August 31, 2005. Booth assignments will be made based on the date the application is received, amount of space required, AGA corporate membership status, sponsorship level and past participation.

Applications for space received after the initial space assignment date will have space allocated on a first-come, first-served basis. In cases where booth applications are received simultaneously, AGA corporate membership status, sponsorship level and past participation will be considered when determining booth location.

Every effort is made to accommodate your requested booth location, but we cannot guarantee that you will receive one of your preferred choices. When submitting your application you will also have the opportunity to list any companies that you do not wish to be located close to. Every effort will be made to accommodate your request, but no guarantees can be made.

AGA reserves the right to alter exhibitor's assigned location and/or revise the floor plan at any time in its sole discretion if deemed in the best interests of the Exposition. Before exercising its discretion, AGA will consult with the exhibitor. AGA's determination on assignment of exhibit space is to be binding on all parties.

### **Subletting Space**

No exhibitor may assign, sublet or apportion its space in whole or in part, nor exhibit any products or services other than those manufactured or handled in the normal course of his business, nor permit any agent or any exhibiting firm to solicit business in his or her space. If special circumstances warrant an exception, permission must be obtained in writing from AGA Show Management, which reserves the right to render final judgment. Program book listings are limited to one entry per contracted exhibiting company.

### **Space Reduction**

All space reduction requests must be in writing and shall become effective when received by AGA. A fee of 20% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space, requested in writing by the Exhibitor, will be charged on any reductions requested after the date AGA accepts the Application and Contract, through February 3, 2006. Between February 3, 2006, and April 30, 2006, the penalty increases to 60% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space. The Exhibitor will be responsible for the entire 100% cost of the originally assigned exhibit space contract regardless of any space reduction requests on or after April 30, 2005.

### **Attendance**

AGA makes no representations or warranties with respect to the demographic nature and/or volume of exhibitors and/or attendees at any particular location at the exposition.

### **Installation/Dismantle**

Please refer to the "Exhibit Schedule." Exhibits must be completely installed at least two hours prior to the opening of the show. Exhibit Management reserves the right to reassign any space not installed at that time. Boxes, storage crates and trash will be moved from the exhibitor's space to maintain a professional appearance. No installing, dismantling, rearranging, repairing, servicing, removing, or supplementing of exhibits will be permitted during the exposition hours. No packing or dismantling of exhibits will be permitted prior to the official closing of the exhibition. Any infraction of this rule will jeopardize the exhibitor's participation in future AGA events.

The installation and dismantling of displays may be done by full-time exhibitor personnel, the Official Decorator/General Service Contractor, or an Exhibitor Appointed Contractor (EAC). The handling, placing or setting out of merchandise that is to be displayed at the booth may be done by the exhibitor. Exhibitors who plan to have an Exhibitor Appointed Contractor other than the Official Decorator/General Service Contractor install or dismantle their exhibits must abide by the rules provided in the Exhibitor Service Kit.

**NOTE: Children under the age of 18 are prohibited from the Exhibit Hall during installation and dismantle.**

### **Exhibit Staff Admissions**

AGA will have sole control over all admissions of persons into the Exhibit Hall. All exhibit staff must be bona fide company representatives and all must be registered and wearing official conference identification badges at all times in the Exhibit Hall.

Each exhibiting company receives four Exhibit Hall passes for company representatives to work at the booth. Additional staff may register for a fee of \$50 per person. Lunch tickets may be purchased at \$35 each. Exhibit staff may register for the full conference (includes education sessions, luncheons, receptions and the ability to earn CPE) for a fee of \$775.

Information on how to register your exhibit staff/personnel will be included in your Exhibitor Service Kit, which will be mailed approximately 10 weeks prior to the conference.

### **Staffing of Exhibit**

Each exhibitor is required to keep at least one attendant in its booth during all show hours.

### **General Conduct of Exhibitors**

Exhibitor personnel shall not be permitted to solicit business or promote products and services in aisles, at food stations, or in booths other than their own. Displays must not include items or services similar to those provided as part of AGA's sponsorship program. The distribution of business cards, invitations, samples, catalogs, pamphlets, souvenirs, publications, etc. is permitted only within the exhibitor's space. Throwing of souvenirs, loud shouting and making of any unnecessary noises, whether by human or mechanical means to attract attention, puppet shows and similar devices will not be permitted. Balloons may not be exhibited or distributed.

In keeping with the business-like atmosphere of the exhibition, all booth personnel shall wear acceptable business attire or corporate identity uniforms.

All aisle space belongs to the show; no exhibits, signage or advertising material shall be allowed to extend beyond the booth space.

No person, firm or organization not having contracted with AGA for the occupancy of booth space will be permitted to display or demonstrate its products/services, or distribute promotional materials in the Exhibit Hall, public areas of the conference facility or in hospitality suites. Any infringement of this rule will result in the prompt removal of the offending persons and/or promotional materials from the Exhibit Hall and/or conference facility.

### **Character of Exhibits**

Exhibits are subject to the approval of AGA. AGA also reserves the right to control, prohibit, or physically remove any or all parts of any exhibit which, in AGA's opinion, is not suitable, or in keeping with the policies of the Association or the character of the exposition, or which, because of noise, methods of operation, or other reasons, becomes objectionable.

If for any reason an exhibit and/or its contents and/or the exhibitor are deemed objectionable by Show Management, the exhibitor will be required to remove or correct the situation, or to leave the exhibit area. In the event such a restriction is enforced, AGA will not be liable for refund of exhibit space rental fees, exhibit equipment rental fees or any other fees.

**Carpet:** To preserve uniformity and the quality of the exposition, all exhibitors must carpet their entire booth area. Any booth not carpeted at least four hours prior to the hall opening will be done so at the exhibiting company's expense.

### **Arrangement of Exhibits**

All exhibits must be arranged so that they do not project beyond the space allotted, or obstruct the view of, hide, or interfere with other exhibits. **Boxes and crates may not be stored behind an exhibit display, if it causes the display to protrude in front of other displays within the same aisle.** Backgrounds (including signs) must be no more than 8' in height. Material extending into the exhibit area by more than 3' from the back wall cannot exceed 3' in height. No partitions other than the side rails will be allowed, unless specifically approved by Show Management. Exposed unfinished sides of exhibit backgrounds must be draped to present an attractive appearance. Exhibit Management may (at the Exhibitor's expense) direct revisions of any exhibit that does not comply with the above guidelines.

### **Americans with Disabilities Act (ADA)**

Exhibitors must be in full compliance with the Americans with Disabilities Act.

### **Performances of Music/ Copyright Laws**

No copyrighted music, if published via ASCAP or BMI, may be played in the exhibit hall at any time during the hours of the exposition. This applies whether the music is live or recorded. Unpublished original music, such as used in promotional video/audio tapes, is not subject to this rule. We ask that you advise show management if you plan such performances.

### **Noise and Sound**

Exhibitors are strictly prohibited from operating noise-creating devices such as bells, horns or amplifying systems, which interfere with other displays. Equipment will only be permitted if tuned to conversational level and is not objectionable to neighboring exhibitors. Each exhibiting company must have the opportunity to meet and talk with buyers, unimpeded by the excess noise from another exhibitor. Show Management reserves the right to determine the acceptable sound level for working exhibits.

### **Care of Property**

Exhibitors are liable for any damage caused by fastening signs, displays or other fixtures to the building floors, pillars, walls, or to the standard booth equipment. The use of thumbtacks, tape, nails, screws, bolts, or tools or materials that could mark the floors or walls is prohibited. Any damage to the hotel or conference facility property caused by the carelessness of an exhibitor, its employees or agents, must be paid for by the exhibitor causing such damage.

### **Outside Activities**

Exhibitor agrees not to exhibit products outside the Exhibit Hall during the exposition. The exhibitor agrees not to extend invitations, call meetings, host hospitality events, or otherwise encourage the absence of attendees from the Exhibit Hall or education sessions during the hours of conference activities. Exhibitor agrees to notify AGA of any meetings or hospitality events that take place during the conference, even after conference events have ended. All requests for meeting rooms, hotel suites and special function rooms must be approved by AGA.

## **Security**

AGA will provide general exhibit area security during booth set-up, dismantle and the evenings when the hall is closed. AGA is not responsible for the security of the exhibits or the materials contained within; the presence of security does not imply such. AGA undertakes no duty to exercise care, nor assumes any responsibility, for the protection and safety of the exhibitor, its officials, agents or employees, or the protection of the property used in connection with the exhibit, from theft, injury, or damage. The Exhibit Hall is never secure—do not leave valuable items within easy reach at any time. As a reminder, exhibit staff should not store items under tables or behind booth drape. Never leave valuables (computers, briefcases, a/v equipment, raffle items, software, tools, etc.) unattended in the Exhibit Hall, especially during breaks or overnight.

## **Decorator Services**

AGA has selected GES Exposition Services as the Official Service Contractor/Decorator for the Professional Development Conference & Exposition. The service contractor will send each confirmed exhibitor an Exhibitor Service Kit containing all of the necessary forms for ordering carpet, booth furnishings, plants, decorations, electricity, phone lines, Internet connections, signage, etc. The Exhibitor Service Kits also contain information on shipping, drayage, and labor union regulations. The exhibitor shall provide only the material and equipment that is owned and is to be used in the exhibit space. All other items used in the booth are to be provided through arrangements with the official service contractor. Payment for services provided to the exhibitor by the contractor is the responsibility of the exhibitor.

## **Material Handling**

You may hand carry only what you can manage by yourself (one person) in one trip, using no equipment. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. The official decorator/show contractor will control access to the loading docks in order to provide for a safe and orderly move-in/out. Only full time employees of the exhibiting company will be allowed to hand carry items.

## **Storage**

Exhibitors must make arrangements with the Official Decorator/General Service Contractor for storage of crates and other packing materials. Combustible materials such as brochures, literature, giveaways, etc., within exhibit booths are limited to a one-day supply. NOTHING may be stored behind booths. All packing containers, wrapping material, carrying cases, etc., must be stored off the exhibit floor.

## **Unions Rules & Regulations**

Please refer to your Exhibitors Service Kit for information regarding union rules and regulations.

## **Insurance**

The exhibitor agrees to obtain the following insurance coverage during the dates of the AGA exposition, including move-in, move-out days, and be prepared to furnish a certificate of insurance to AGA if requested: (a) comprehensive general liability insurance coverage including protective and contractual liability coverage of \$250,000/\$500,000 for bodily injury and \$50,000 property damage; (b) employers liability insurance with minimum limits of \$100,000 per accident; (c) worker's compensation/occupational disease coverage in full compliance with federal and state laws; (d) comprehensive general automobile liability insurance covering owned, non-owned, and hired vehicles, including loading/unloading hazards with bodily injury limits of \$250,000/\$500,000 and property damage limits of \$100,000.

It is the responsibility of each exhibiting company to ensure the safety of its own exhibit materials from the time they are placed in the exhibit area until the time they are removed. The exhibiting company agrees that AGA, the Hotel, the Official Decorator/Service Contractor and all of their agents and/or employees will not be held responsible for any damage to, or any loss or destruction of the exhibitor's property, any injuries to the exhibitor, its representatives, agents or employees. All claims for any such damage, destruction and/or injury are expressly waived by the exhibitor.

## **Fire Regulations**

All exhibits must conform to the fire laws, health regulations, electrical codes, and other local, state, and federal laws and regulations. The exhibit hall has a sprinkler system, smoke detectors, and a fire alarm system on its premises. All materials used in the exhibit hall must be flameproof and fire resistant. All materials are subject to the inspection of the local Fire Department and its regulations shall govern. Crepe paper, corrugated paper, flameproof or otherwise, and flammable fluid or substances, are not permitted. Any exhibits or parts thereof found not to be fireproof will be ordered dismantled.

## **Conformity with Exhibit Hall Lease**

The contract for exhibit space and these rules and regulations are subject to AGA's agreement with the Exhibit Hall, and in the event of any conflict between the rights and obligations of the exhibitor under the contract or these rules and regulations and the agreement with the exhibit hall, the latter shall prevail.

**Indemnification/Hold Harmless Clause**

Exhibitor agrees to indemnify, hold harmless and defend AGA, the Hotel, and the city of San Diego and their respective members, officers, directors, agents and employees (indemnities) from and against any and all liabilities, damages, actions, losses, claims and expenses on account of personal injury, death or damage to or loss of property or profits arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Exhibitor or its employees, agents, contractors, patrons and invitees. Exhibitor hereby waives each and every claim that arises, or may arise, in its favor against any one or more of the indemnities for any and all losses of damage covered by valid and collectible insurance.

**Cancellation**

Exhibitor's space may be canceled by AGA for failure to make payments when due or failure to comply with AGA regulations. If space is canceled by AGA, exhibitor will be notified in writing. Should AGA cancel an exhibit or cancel or reschedule the entire show, the exhibit space contract will terminate and the exhibitor will waive any claim for damages. AGA's liability shall be limited to the monies paid by the exhibitor as exhibit booth rental, less a proportionate share of all expenses incurred by Show Management for the exposition. If, for any reason the location of the show is changed, no refund will be made, but Show Management must be able to assign exhibitors space in lieu of original space.

**Other Matters**

All matters and questions not covered by the contract for exhibit space or these rules and regulations are subject to the decision of AGA.