

GENERAL

The official rules and regulations below apply to the International Public Works Congress and Exposition owned by the American Public Works Association (APWA). The exposition is produced and managed, on behalf of APWA, by National Trade Productions (NTP).

It is Show Management's responsibility to ensure the overall aesthetic appeal of the exhibit area. This means that we need your cooperation in assuring an attractive Exposition. The three most common problem areas result from the violation of booth restrictions, lack of booth carpet, and the exposure of unsightly parts of the exhibit. No one likes to read rules, but show regulations are essential to an orderly, fair and safe event. **These rules are made an integral part of our contract with you.** If you have any questions, or need an explanation of a regulation, please contact Show Management at 800-687-7469, x227 (or 703-683-8500, x227).

AGE RESTRICTIONS

No one under the age of 18 is permitted in the exhibit hall during installation & dismantling days. Childcare services may be available at area hotels; check with your hotel for availability and fees. APWA allows children to visit the exhibit floor during regular exhibition hours. For safety, anyone under 18 must be registered onsite and be accompanied by an adult. The parent/guardian assumes all risk and is responsible for the safety of the child.

EXHIBITOR LIABILITY INSURANCE

- a) Every reasonable precaution will be taken by Show Management to secure the exhibit facility during installation, show hours and move-out. However, neither NTP Show Management, APWA, service contractors, facility management, nor the officers, staff, or directors are responsible for the safety of the exhibitor's property from theft, damage by accident, vandalism, or other cause. Security staff will be on the premises as determined prudent by Show Management. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft of any kind.

All property of the exhibitor will remain under his custody and control in transit to, from and within the confines of the exhibit hall, subject to the rules and regulations of the exposition. APWA requires each exhibitor to carry commercial general liability insurance in an amount not less than \$1 million bodily injury and property damage combined per occurrence/\$2 million aggregate. Exhibitors shall procure insurance as required and shall request a certificate to be submitted to APWA Show Management no later than **August 10, 2007**. See your exhibit space contract for additional details.

Certificate of Commercial General Liability Insurance should be sent to the following address by **August 10, 2007**:

**APWA Show Management
c/o National Trade Productions, Inc. (Operations Dept.)
313 S. Patrick St.
Alexandria, VA 22314-3567**

Please note: *Exhibiting companies that have not provided a current Certificate of Commercial General Liability Insurance will be denied access to the exhibit floor.*

Exhibitor assumes entire responsibility for insurance and agrees to protect, defend and save APWA and NTP and its officers, directors, staff, contractors and agents harmless against all claims, losses and damages to persons or property, governmental charges and attorney's fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exposition premises including but not limited to: claims of copyright, trademark or patent infringement, unfair competition and product liability. The exhibitor, on signing the exhibit space contract, expressly releases the forgoing from any and all claim for such loss, damage or injury, except that such claim, damage, loss or injury was due to APWA or NTP negligence.

APWA 2007 DISPLAY REGULATIONS

Show Management has developed these Exhibit Display Regulations in accordance with the guidelines adopted by the International Association for Exhibitions and Events. All exhibits must conform to these regulations. Exhibitor **product** that is an integral part of the display but not a part of the booth structure itself may only extend above the height limitations if approved by Show Management. Exhibits not in compliance must be brought into compliance prior to the end of exhibit set up. These regulations will ensure all exhibitors regardless of size, an equal opportunity, within reason, to present their product(s) in the most effective manner possible.

All exhibit space must have carpeting or other professional floor covering installed to cover the entire area. If you are in a 10' deep booth, you can rent a standard (9'x10', 9'x20', etc.) carpet from GES which will leave 1' at the rear of your booth for electrical raceway. Exhibitors in island booths (anything over 10' deep) must cover the entire square footage and need to use custom-cut carpet for this (i.e., a 20'x20' booth may not rent two 9'x20' carpets and lay them together.)

Exhibitors may not begin dismantling their exhibit until the close of the show. Any exhibitor who begins to dismantle or pack part of their exhibit before the close of the show will incur a loss of priority points.

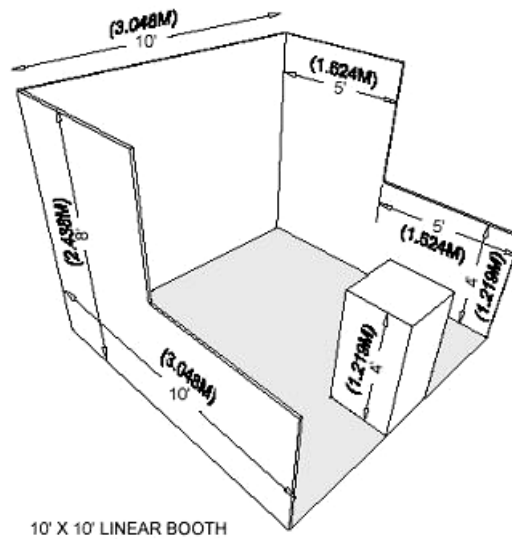
DIMENSIONS

Width of exhibit space shown on the floor plan is measured from the center-line of the side rails. Depth is the overall measurement from the face of the front post to the back of the rear post.

DISPLAY REGULATIONS

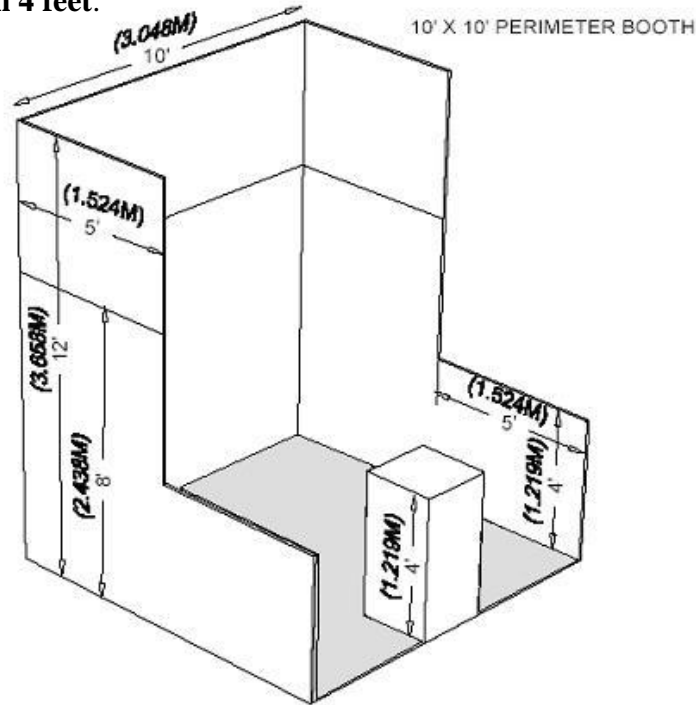
LINEAR BOOTH/STANDARD BOOTH:

Linear Booths have only one side exposed to an aisle and are generally arranged in a series along a straight line. They are also called "in-line" booths. Booths are ten feet (10') wide and ten feet (10') deep, i.e. 10'x10'. In-line booths have an eight-foot, three inches (8'3") height limit. This height may be maintained on the sidewalls of your booth up to a distance of **5 feet** from the aisle. Remaining length of the sidewall **may be no higher than 4 feet**.



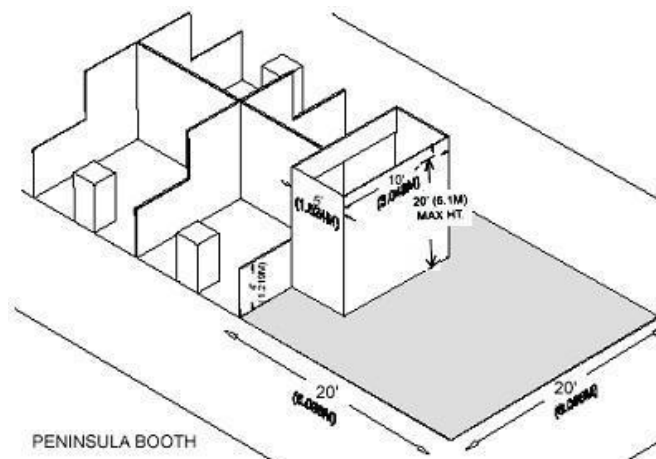
PERIMETER BOOTH:

Perimeter Booths are linear booths that back to a wall of the exhibit facility rather than to another exhibit. They are offered in 10' widths, and can be combined to create an exhibit of almost any length. Perimeter Booths have a twelve-foot (12') maximum height limit. This height may be maintained on the sidewalls of your booth up to a distance of **5 feet** from the aisle. Remaining length of the sidewall **may be no higher than 4 feet**.



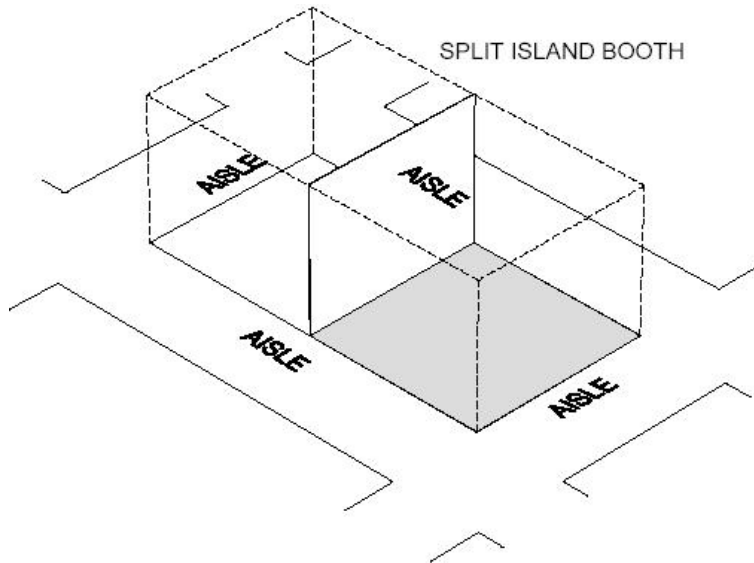
PENINSULA BOOTH:

A Peninsula Booth is exposed to aisles on three (3) sides and composed of a minimum of four booths. A Peninsula is 20'x20' or larger. The maximum height permitted for any sign, display, product, fixture, or decoration within the exhibit is **20'**. Back walls may be **no higher than 4 feet for a distance of 5 feet** from either aisle and for a depth of **10 feet** from the back wall. Other points in the back wall may be **20 feet** in height (ceiling height permitting). Any portion of the booth bordering another exhibitor's exhibit space must have the back side of that portion finished. To improve traffic flow to your exhibit, Show Management requires that peninsula exhibits have a minimum 10' wide entrance every 30'.

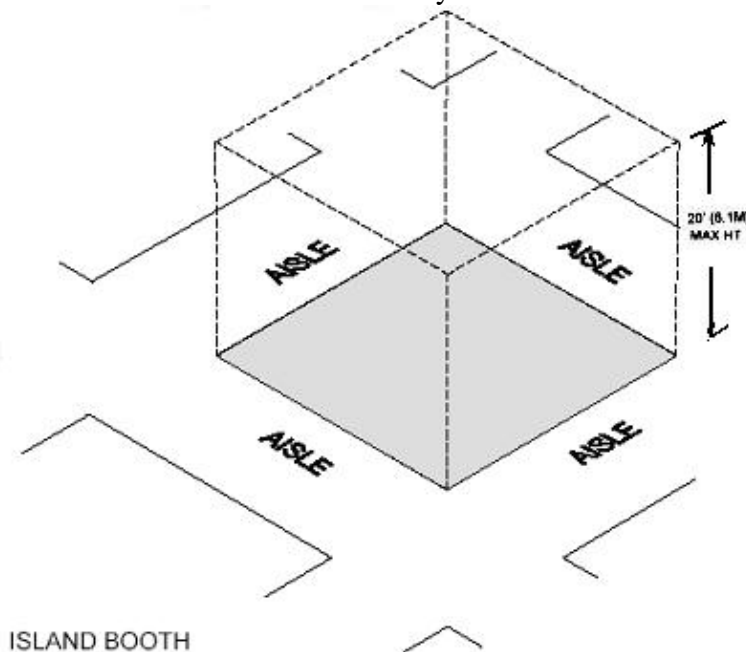


SPLIT ISLAND BOOTH:

A Split Island Booth is a Peninsula Booth which shares a common back wall with another Peninsula Booth. The entire cubic content of this booth may be used, up to the maximum allowable height, without any back wall line of sight restrictions. **Twenty feet (20')** is the maximum height allowance, including signage.

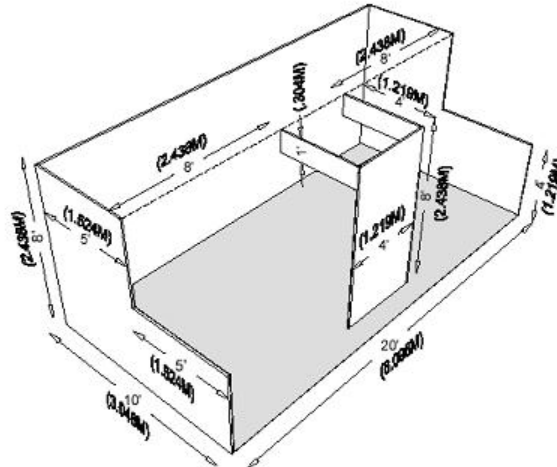
**ISLAND BOOTH:**

An Island Booth is any booth exposed to aisle on all four sides. An island exhibit is typically 20'x20' or larger. The entire cubic content of the space may be used up to the maximum allowable height, 20 feet. Since there are no adjacent exhibitors, signs and displays up to **20 feet** in height may be located anywhere within the exhibit. To improve traffic flow to your exhibit, Show Management requires that island exhibits have a minimum 10' wide entrance every 30'.



EXTENDED HEADER BOOTH:

An Extended Header Booth is a Linear Booth that is 20 feet or longer with a center extended header. All guidelines for Linear Booths apply to Extended Header Booths, except that the center extended header has a maximum height of 8 feet, a maximum width of 20% of the length of the booth, and a maximum depth of 9 feet from the back of the wall.

**OPERATING RESTRICTIONS**

- a) Show Management reserves the right to restrict displays, which, because of noise, methods of operation, materials, or for any reason, become objectionable, and to prohibit or remove any displays, which in the opinion of Show Management, detract from the general character, theme, purpose or appearance of the exposition. Unusual or distracting signs or illuminations are subject to immediate removal by Show Management at the sole expense of the exhibitor. Should you wish to demonstrate your heavy equipment/machinery within your booth, contact Show Management at least one month prior to the show. Heavy equipment displayed in booths may not be demonstrated if it creates unsafe, noisy, or is otherwise deemed unsuitable for demonstration at the Exposition. No gas or other combustion engines may be operated within the exhibit hall.
- b) Any firm or organization NOT officially assigned space in the exposition will NOT be permitted to engage in any activities within the exhibit area.
- c) The following activities are forbidden within any part of the exhibit facility unless approved by the Show Management in advance:
 - i. Serving or distribution of alcoholic beverages by exhibitors or their representatives within any part of the exhibit hall.
 - ii. The distribution of food/beverages, even if said food or beverages is the actual product produced by the exhibitor, within the exhibit area must be approved in advance by Show Management and must comply with all federal, local, facility and exclusive contractor laws, codes or rules.
- d) Food and beverages may be served within an exhibit; however, arrangements for all food and beverage service must be made through the official catering company in the facility
- e) The use of live models, performers and similar persons within the exhibit areas, for product/service demonstrations, explanations, etc., must be approved in advance by Show Management and must comply with the proper dress code.
- f) Prize drawings, raffles, and contests within the exhibit area are subject to approval by Show Management.

- g) Samples, catalogues, pamphlets and publications directly related to the product or service displayed may only be distributed from the contracted exhibit booth space.
- h) Due to the educational nature of the exposition, as defined by APWA, no firm or organization is permitted to engage in direct sales activities within the exhibit area. "Cash and Carry" sales are **NOT** permitted.

USE OF DISPLAY SPACE

- a) All booth equipment, product samples, demonstrations, and distribution of circulars/promotional material must be confined within the physical limits of the exhibitor's booth.
- b) No exhibitor shall assign, submit or share the space assigned to them without the advance approval of Show Management.
- c) Exhibitors must display only products and/or services manufactured or distributed by the exhibiting company.
- d) Exhibits which include the generation or reproduction of sound or odor, or utilize any audio-visual or special lighting equipment must be approved by Show Management in advance, and must be operated so the resulting noise, light or odor will not annoy or disturb adjacent exhibitors and their patrons.

HANGING SIGNS

Hanging signs are allowed **ONLY** in peninsula and island booths which are greater than 10 feet in depth and occupy **400 square feet or more**. The length of a hanging sign may not exceed 50% of the corresponding dimension of the exhibit space. Signs may be no taller than 4 feet in height, must hang at or below 20 feet (measured from floor to top of sign), and the sign's bottom must not hang lower than 2 feet above the top of other structures in the booth.

Signs must be set back at least 25% of the booth's dimension from the corresponding side line. (i.e., a 20'x40' booth may have a sign that is up to 10'x20'x4' in dimension, which must be set back into the booth by 5' from the 20' side lines, and 10' from the 40' side lines.) Maximum weight per sign is 200 pounds. Be sure to complete and submit the appropriate sign-hanging paperwork behind Tab 6.

NO corporate identification can be visible above the height limitations stated in each booth diagram.

DISPLAY VEHICLES

The following are requirements for displaying vehicles and fuel powered engines.

- A. Not more than 1/4th tank or five gallons, whichever is less, or a minimum amount for vehicle positioning and driving out of the exhibit hall.
- B. Fuel tank gas cap must be locked or sealed to prevent mishandling or escape of vapors.
- C. Battery cables must be disconnected from the ignition system.
- D. Vehicle operation is limited to brief parade type display specifically approved by the Fire Marshal.
- E. Keys to the vehicle shall remain at the exhibit area, so the vehicle can be removed in case of emergency.
- F. Show vehicles with LPG tanks shall not be permitted inside the exhibit hall without prior approval from the Fire Marshal.

USE OF WHEELED DEVICES

The use of wheeled devices, i.e. Segways, Motor Scooters and bicycles, is strictly **prohibited** in the exhibit hall before, during, and after exhibitor move-in, the exposition hours, and exhibitor move-out. Show management reserves the right to confiscate the wheeled device from the premises.

**Please note that this does not apply to those requiring assistance for medical purposes, however, please have proof of required assistance on hand.*

FIRE SAFETY REGULATIONS

All materials within the exhibit booth area including, but not limited to: actual display unit, decorative items, furnishings, fabrics, flooring, etc. must meet and comply with all national, local and facility fire, electrical, plumbing, safety and hazardous material codes. Proper written certification must be available at the request of Show Management. Any item or items that do not comply are subject to immediate correction/removal at the direction of Show Management at the exhibitor's expense

SMOKING IS PROHIBITED AT THE HENRY B. GONZALEZ CONVENTION CENTER

1. The decorative, construction, curtains, bunting, draping, etc. materials **MUST** be non-combustible or flameproof. Any merchandise or material attached or table skirts **MUST** be non-combustible or flameproof.
2. Fire fighting and emergency equipment may not be hidden, or obstructed, including fire extinguishers, strobes, fire hose cabinets, and standpipes.
3. Welding and/or cutting equipment is **PROHIBITED** in the convention center unless otherwise approved by the Fire Marshal.
4. All exit doors and aisles serving any occupied area of the building **MUST** remain unobstructed.
5. The following items may **NOT** be used without approval by the Fire Marshal:
 - a. Display or storage of LPG.
 - b. Flammable liquid.
 - c. Flammable gas.
 - d. Straw, sawdust, or shavings.
 - e. Welding or cutting equipment for demonstration purposes.
 - f. Gas fired appliances for demonstration purposes.
 - g. Salamander stoves for demonstration purposes.
 - h. Lit candles and lanterns for demonstration purposes.
 - i. Compressed gas cylinders. (If cylinders are approved, they **MUST** be firmly secured in an upright position.)
 - j. Fog, smoke or any special effect equipment.
6. The storage of combustible shipping containers **MUST** be confined to the areas approved by the Fire Marshal.
7. The use of open flames, burning, or smoke-emitting materials as part of an act, display, or show is **PROHIBITED**.
8. Combustible waste is to be collected as it accumulates and stored in non-combustible covered containers that are emptied at least once a day.
9. Electrical equipment **MUST** be installed, operated, and maintained in a manner which does not create a hazard to life or property.

These are basic rules and every exhibit **MUST** comply prior to the scheduled opening.

INSTALLATION EXCLUSIONS

All exhibits must be free standing. No bolts, screws, hooks, or nails shall be driven into or otherwise attached to the walls or floors of the exhibit areas. No part of the display may be attached to, or otherwise secured to, the drapery backdrop or side dividers. In addition, no decals or other adhesive materials shall be applied or affixed to the walls, pillars or floor of the exhibit areas. Exhibitor shall not post any sign of any description except within the confines of the exhibit space assigned.

UNFINISHED AREAS

All open or unfinished sides of the exhibit which may appear unsightly must be covered or Show Management will have them covered at exhibitor's sole expense. Any portion of the exhibit bordering another exhibitor's space must have the backside of that portion finished and not have any identification signs, lettering, or graphics that would detract from the adjoining exhibit.

STORAGE OF CRATES, CARTONS & EXTRA MATERIALS

Storage of any materials in the space behind the booth is **PROHIBITED**. This area is for the electrical raceway **ONLY!**

FACILITY EQUIPMENT

Exhibitors are prohibited from using building equipment, i.e., ladders, tools, chairs, tables, stanchions, dollies, forklifts, vacuums, brooms, etc.

PRODUCT DEMONSTRATIONS

All displays, product demonstrations, and sales activities in the exhibit hall must be kept within the confines of your contracted booth space. Selling in the aisles, hosting audiences in the aisles, booth encroachment into the aisles, distributing literature in the aisles, etc., will not be tolerated. This is not only unfair to your fellow exhibitors, but blocking aisles creates a potentially unsafe situation which could lead to the show floor being shut down by the fire marshal. Please be considerate to your fellow exhibitors – refrain from soliciting their business during show hours (when they are trying to make a sale).

LITERATURE DISBURSEMENTS & SURVEYS

Literature samples and give-aways can be disbursed from within (and all surveys can be done from) your exhibit space **ONLY!**

SELLING (CASH & CARRY POLICY)

“Cash and Carry” sales are not permitted on the show floor. This regulation will be strictly enforced.

PHOTOGRAPHY REGULATIONS

Any attendee, exhibitor, or media representative who wants to take pictures of displays (other than their own) must **first** obtain permission from any exhibitor whose display will appear in the photograph. Should an exhibitor object to his display being photographed, photographs of that display will be prohibited.

BALLOONS

Helium balloons are not allowed in any part of the Convention Facilities, either for display or for sale. For decoration purposes, air-filled balloons may be used. The Convention Facilities reserves the right to remove any helium-filled balloons at the exhibitors expense.

PEEL-OFF LABELS, STICKERS, TAPE

The distribution of peel-off labels and decals is prohibited. Tape cannot be used to adhere signs to building walls or pillars, and may not be used to adhere items to any building flooring or other surfaces outside the exhibitor's booth. Removal and repair will be billed to the exhibitor.

FOOD & BEVERAGE

Exhibitors may serve food and beverages from their booth; however they must order it from The RK Group, the exclusive caterer to the Henry B. Gonzalez Convention Center. Please see the order form located behind the tab 7. *Utilities & Additional Services*.

UNION LABOR

Exhibitors are required to observe and comply with all union regulations for the State in which the event is being held, as well as contracts with the facility in which the event is taking place, official service contractors and union labor organizations.

GRATUITIES

Convention Center and union labor employees are not permitted to accept gratuities of any kind. If you are solicited for a tip by convention center employees or booth labor personnel, please report the incident to Show Management.

LIGHTING & SOUND REGULATIONS

Lighting – Lighting can be an integral part of an exciting exhibit presence, however in the interest of fairness and safety, the following guidelines have been established:

- No lighting, fixtures, lighting trusses or overhead lighting are allowed outside the boundaries of the exhibit space. Exhibitors intending to use hanging light systems should submit drawings to Show Management for approval.
- Lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or show aisles.
- Lighting which is potentially harmful, such as lasers or ultraviolet lighting, should comply with facility rules and be approved in writing by Show Management.
- Lighting that spins, rotates, pulsates and other specialized lighting effects should be in good taste and not interfere with neighboring exhibitors or otherwise detract from the general atmosphere of the event.

Sound – The following noise abatement policy will be enforced at APWA 2007:

- Exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Rule of thumb: Sound and noise should not exceed 85 decibels.

ELECTRICAL

1. All wiring must be three-wire and grounded.
2. Wiring that touches the floor must be "SO" cord (minimum 14 gauge/3 wire) which is insulated to qualify for "extra hard usage."
3. Cord wiring above floor level can be "SJ" which is rated for "hard usage."
4. The use of zip cords, two wire cords, latex cords, plastic cords, lamp cords, open clip sign sockets or two-wire clamp-on fixtures is prohibited. Cube taps are prohibited.
5. Power strips (multi-plug connectors) must be UL approved, with built-in over-load protectors.
6. Hard walls must be a **minimum** of nine inches from the booth line for access to electrical.

MUSIC LICENSING

Exhibitors using music in their booth, either live or mechanical, must provide NTP with a copy of the exhibitor's Licensing Agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to NTP that no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold NTP and/or the Association harmless from any action brought against NTP or APWA by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.

AMERICANS WITH DISABILITIES ACT (ADA)

Exhibitors must acknowledge their responsibilities under the Americans with Disabilities Act (ADA) to make their booth accessible to persons with disabilities. The key publications of concern to exhibitors are the ADA's *Title III Regulations* and *Guidelines for Small Businesses*. These can be viewed via www.usdoj.gov/crt/ada/publicat.htm, or ordered through the US Department of Justice's ADA Information Line – 800.514.0301.

Exhibitors with complex displays should pay special attention to the following conditions. Platforms and steps should not be used, or alternative access must be provided in the form of ramps with a grade of not more than one inch to one foot. The maximum rise for any run is 30 inches. Ramps with a rise of more than six inches, or a run longer than six feet, should have railings on both sides. Ramps must have edge protection in the form of curbs, walls or railings, and must have level landings at the bottom and top of each ramp. Rough or unfinished edges are not permitted. Landings should be at least as wide as the ramp and should be at least five feet in length.

Exhibitors shall also indemnify and hold harmless NTP, APWA and its agents, GES Exposition Services, and the Henry B. Gonzalez Convention Center against cost, expense, liability or damage which may be incident to, arise out of, or be caused by Exhibitor's failure to have their booth comply with requirements under the Act.

EQUIPMENT REMOVAL PASSES

An Equipment Removal Pass will be required to remove any hand-carried equipment from the exhibit hall. These passes will be available from the Show Management Office. Security will be instructed not to permit the removal of equipment from the exhibit hall without such a pass. Equipment Removal Passes will be required at all times, except during move-out, during which an Exhibitor badge will be required.

SPECIAL WORK PERMITS

Exhibitors who require access to the exhibit hall outside the published hours must be issued a Special Work Permit from the Show Management Office. Please come to the Show Management Office no later than 4:00pm to obtain your Special Work Permit for that evening. Additional security may be required at the exhibitor's expense if late work permits are required. We urge you to complete your exhibit installation/dismantling during specified hours.

OTHER IMPORTANT CONTRACTUAL TERMS, POLICIES, AND REGULATIONS**a) ASSIGNMENT OF DISPLAY SPACE:**

Space will be assigned by NTP Show Management in accordance with the policy announced at the time display space is offered for reservation. Show Management reserves the right to relocate display areas for the benefit of the exhibitor or for the betterment of the exposition. No contract will be in force until countersigned by NTP.

b) PAYMENT FOR DISPLAY SPACE:

- i) At least 50% of full payment is due not later than December 1, 2006, for contracts received on or before that date. Thereafter, the 50% payment must accompany the exhibitor's space contract.
- ii) The balance of the rental fee is due and payable by March 1, 2007 or space is subject to cancellation and resale by Show Management. *Failure to make payment does not release the contractual or financial obligation on the part of the exhibitor.* See your exhibit space contract for additional details.
- iii) Space contracts submitted after March 1, 2007, must be accompanied by the full payment of the exhibit space rental fee.
- iv) Exhibiting companies will be denied freight delivery and move-in access if exhibit space has not been paid for in full.

c) CANCELLATION/REDUCTION OF DISPLAY SPACE:

- i) Cancellation of exhibit space must be made in writing via certified mail, and the exhibitor will be obligated to pay liquidated damages. Provided notification is received in writing by the deadline date of December 1, 2006, no cancellation penalty is assessed on cancelled/reduced space.
- ii) A cancellation/reduction penalty equal to 50% the cost of the cancelled/reduced space will be assessed on space cancelled/reduced between December 1, 2006 and March 1, 2007.
- iii) On or after March 1, 2007, there will be no refunds for cancelled/reduced space.
- iv) Failure to make full payment of deposit on exhibit space rental fee by March 1, 2007 on a contract filed prior to, or on, that date, will subject the exhibitor to cancellation of contract by APWA or NTP, forfeiture of deposit made, and liability for balance due.
- v) If booth space is not occupied by 5:00pm on Saturday, September 8, 2007, Show Management shall have the right to use and/or resell the space without excusing the exhibitor from any financial assessment.

d) PUBLIC POLICY:

- i) Each exhibitor is charged with knowledge of and compliance with all laws, ordinances and regulations pertaining to health, fire prevention and public safety.

- ii) All materials within the exhibit booth area including, but not limited to: actual display unit, decorative items, furnishings, fabrics, flooring, etc. must meet and comply with all national, local and facility fire, electrical, plumbing, safety and hazardous material codes. Proper written certification must be available at the request of Show Management. Any item or items that do not comply are subject to immediate correction/removal at the direction of Show Management at the exhibitor's expense.

- e) **EXHIBITOR'S AUTHORIZED REPRESENTATIVES:**
 - i) Show Management will have sole control over all admittance to the exposition and meetings.
 - ii) Exhibit Booth Personnel shall be restricted to full time employees of exhibiting organizations or other authorized representatives of exhibiting firms approved by Show Management who are personally "staffing" the exhibit booth during published move-in, open and move-out hours.
 - iii) No one under the age of 18 will be admitted to the show floor during installation & dismantle periods.
 - iv) Each exhibiting organization shall provide Show Management, in advance, the name(s) and title(s) of the person(s) who will be in attendance at the exposition and will be designated responsible for the installation, operation and removal of the exhibit. Said representative(s) shall be authorized to enter into such service contracts as may be necessary, for which the exhibitor shall be responsible. All exhibitor personnel shall wear proper badge identification, as provided by Show Management, and have corporate identification available to Show Management or the representatives of the Official Security Contractor, at all times.
 - v) Official exhibitor badges will permit access to the exhibit areas only during published move-in, show open and move-out hours. Exceptions may be granted at the discretion of Show Management.

- f) **MEETING ROOMS AND HOSPITALITY OR SPECIAL FUNCTIONS:**
 - i) The assembling of attendees in any meeting room, hotel suite or special function room by any exhibitor or organization must be approved in advance by APWA.
 - ii) Use of meeting facilities or hotels by exhibitors or organizations for sales or business meetings or meal functions during the meeting dates must be approved in advance by APWA.
 - iii) Violations of the above are grounds for expulsion from the exhibit area and/or restriction from participation in any future exposition.

- g) **EXHIBIT HALL OPEN HOURS:**

Show Management reserves the right to set and limit the hours of the exposition. The hours of the exposition shall be printed in the official program of the meeting.

- h) **COPYRIGHT AND TRADEMARK INDEMNITY:**

Exhibitor warrants and represents that it will neither use nor perform music, literary or artistic work, or other copyrighted property, nor use the name of any performing individual or group protected by trademark and/or license in the performance of the exhibit space contract without receiving permission from the copyright or trademark holder prior to such usage or performance. Exhibitor acknowledges that it acts under the contract as an independent contractor. Exhibitor will indemnify, save and hold harmless APWA and NTP and its officers, agents, employees, and staff from and against all claims, costs, and expenses, including, but not limited to, legal fees, demands, actions and liabilities arising from infringements on or disputes over the use, performance or

reproduction of any musical, artistic, literary, or personal property protected by copyright or trademark laws.

i) **ROYALTIES AND OTHER PAYMENT:**

Exhibitor agrees to pay promptly all royalties, license fees, or other charges due to any person, firm, or corporation by reason of any live or recorded music, or any other kind of entertainment, which the Exhibitor, its agents, employees, or subtenants plays, stages, or produces within the premises covered by the exhibit space contract, including but not limited to royalties or licensing fees due to BMI, ASCAP, or SESAC. Exhibitor agrees to save and hold harmless APWA, NTP, its officers, directors, its agents, and staff against any and all such claims and charges. However, Exhibitor shall have the right to protest and/or litigate and adjudicate any and all such claims.

j) **EXHIBITOR COVENANTS:**

The exhibitor agrees to abide by all existing or future rules and regulations adopted by APWA and NTP, and agrees that Show Management shall have the final decision in adopting any new rule or regulation it deems necessary for the good of the show. Show Management will provide exhibitor due notice of any future rules and regulations by posting them. Under the Exhibit Space Contract, the exhibitor agrees to and shall comply with all existing and future applicable statutes, ordinances, rules, regulations, and resolutions established by any federal, state, or local legislative body or government agency, or by APWA or NTP Show Management. Exhibitor shall comply with all present and future applicable health, safety, and sanitary regulations. All services and products displayed or demonstrated by exhibitor shall have economic viability and shall fully comply with applicable law, regulations, and professional standards.

k) **NO REPRESENTATIONS, WARRANTIES, OR DUE DILIGENCE:**

Show Management makes no representations or warranties concerning any sponsor or exhibitor, its services or products. NTP and APWA's decision to admit an exhibitor or sponsor to the show does not constitute an endorsement, recommendation, or representation of any exhibitor or sponsor or its services or products. APWA and NTP have not and will not undertake any due diligence investigation, or other such function concerning any sponsor or exhibitor, its services or products.

l) **RIGHT TO TERMINATE OR RELOCATE THE SHOW:**

If APWA, in its sole judgment, determines that the premises where the show is to be held no longer are fit for the purposes of the show, or if a strike, embargo, injunction, act of war, terrorism, act of God, any other emergency, or any act or event not the fault of APWA materially interferes with the premises, APWA may terminate the Exhibit Space Contract agreement. NTP, APWA agents and employees and APWA will not be liable for failure to hold the Exhibits as scheduled. Payments for booth space will be returned in that event except that any actual expense incurred in the connection with the Exhibits will be deducted if the Exhibits are called off because of fire, or any act of God, or the public enemy, or strike, or act of terrorism or epidemic, or any law or regulation of public authority or any other act beyond the control of NTP or APWA, which makes it impossible or impracticable to hold the Exhibition.

APWA reserves the right to change the Facility and the location of the APWA show to another facility and location in the United States where APWA determines that an emergency or difficulties with the original Facility or location make such a change to be in the best interests of the APWA show; and in

such event such a change of facility and location shall not relieve Exhibitor of its obligations under this contract.

USE OF EXHIBITOR APPOINTED CONTRACTORS (EAC'S)

An **Exhibitor Appointed Contractor (EAC)** is any company, other than the designated official contractors listed in this manual that an exhibitor wishes to use and which requires access to the exhibit hall before, during or after the show. This includes independent display/installation & dismantle companies or anyone who is not an employee of your company that you will have working on your equipment and products.

Also included are delivery personnel, technicians, photographers, florists, A/V companies, and anyone hired by the exhibitor who needs access to the exhibit hall. Permission to use an Exhibitor Appointed Contractor cannot be given for utilities, booth cleaning or material handling services, as these are exclusive to the convention center and/or the general contractor. **Exhibitors who plan to use Exhibitor Appointed Contractors must read and act on the remaining pages of this section, including the EAC forms located behind this tab.**

HOW TO OBTAIN AUTHORIZATION TO USE AN EAC

There are three principal steps for obtaining authorization to use an Exhibitor Appointed Contractor:

1. **Exhibitor MUST make a request in writing:** Exhibitors who wish to use an EAC **MUST** fill out the *Notification of Intent to Use Exhibitor Appointed Contractor* form located in this section of the manual. National Trade Productions, Inc. must receive this form no later than the deadline indicated on the form (August 13, 2007). No approvals can be granted after the deadline.
2. **EAC's must provide an ORIGINAL Certificate of Insurance:** Copies and/or faxes of Certificates of Insurance will not be accepted. **Every person** needing access to the show floor must be covered by insurance. (**Exhibiting companies are required to provide insurance certificates covering their own personnel.**) Any person, who is not a direct employee of the exhibiting company, must provide his/her own proof of insurance before being allowed access to an exhibitor's booth on the show floor.

Show Management will authorize the exhibitor to use an EAC to provide services to the exhibiting firm, upon receipt of the following:

- a. Certificate of Comprehensive General Liability insurance in the amount of \$1,000,000 including coverage for Independent Contractors who have been authorized by Show Management to enter the premises of the show site as exhibitor appointed contractors hired by Exhibitor, with Single Limit Bodily Injury and Property Damage Coverage for each occurrence, Contractual Liability coverage, Products Liability coverage, and with completed operations coverage included.
- b. Comprehensive Automobile Liability coverage, including hired and non-owned auto for not less than \$500,000.
- c. Workers' Compensation, Employee and Employers' Liability coverage in full compliance with all laws covering clients' employees.
- d. National Trade Productions, Inc., APWA, Henry B. Gonzalez Convention Center, and GES shall be named as additional insured on all policies of insurance coverage, followed by the statement: "This coverage is primary to all other coverage of the additional, named insured

- with respect to (Exhibitor's) contract for exhibition space with NTP/APWA, and preparation and use of the show premises for exhibitions."
- e. Written notice of cancellation of any coverage must be given to Show Management, and proof of replacement coverage meeting the same conditions as expressed above before entering the premises of the show site.
 - f. Any other coverage as may be required by Show Management from time to time shall be obtained on demand.
3. **Written acceptance of show rules from the EAC.** Written acceptance on the enclosed *Exhibitor Appointed Contractor Worker Badge Request* form, from EAC to Show Management, specifying that the EAC will abide by all show rules and regulations including those contained herein for exhibitor designated contractors. This written acceptance must be received by Show Management by no later than the deadline indicated.

Exhibitors will be notified directly only if authorization is **NOT** approved. Therefore, unless the exhibitor is so informed by Show Management, and if the listed conditions are met, approval to use an EAC is implied.

RULES & REGULATIONS GOVERNING EAC'S

- The EAC will refrain from placing an undue burden on the Official Contractor by interfering in any way with the Official Contractor's work.
- The EAC will not solicit business on the show floor at any time.
- The EAC will share with the Official Contractor all reasonable costs incurred in connection with his operation, including overtime pay for stewards, security if necessary, restoration of exhibit space to its initial condition, marking of exhibit floor, etc.
- The EAC will cooperate fully with the Official Contractors and will comply with existing labor/union regulations or contracts as determined by the commitment made and obligations assumed by Show Management in any contracts with the Official Contractors.
- **ALL** EAC's and their labor must be badged through Show Management by using the form in this section of the manual. No one will be allowed on the show floor without proper identification.
- EAC's will not be permitted to store equipment in the Convention Center. Due to limited space and fire regulations, all equipment must be stored off the premises. If found, equipment will be removed from building.
- The EAC, under no circumstances, will be allowed to remove floor-marking tape until the close of the exposition.