## **AAHOA - EXHIBITOR RULES & REGULATIONS**

2019 AAHOA CONVENTION & TRADE SHOW – San Diego Convention Center Page 1 of 3

## BY CONTRACTING FOR AND/OR UTILIZING EXHIBITION SPACE, EXHIBITOR AGREES TO BE BOUND BY THESE RULES AND REGULATIONS.

- 1. DEFAULT OCCUPANCY Any Exhibitor (persons or company occupying booth space) failing to occupy space contracted for in a timely manner is not relieved of the obligation of paying the full rental price for such space. AAHOA has the right to use such space as it sees fit to eliminate blank space in the exhibit, if such booth space is not occupied by the Exhibitor 2 hours prior to the start of the Exposition and to collect and retain any additional sums for that space from a new Exhibitor.
- NUMBER OF COMPANIES OCCUPYING BOOTH / SUBLETTING OF SPACE – AAHOA prohibits the use of a single booth for the display of multiple companies, regardless of company ownership. Exhibitor shall not sublet, share, assign, or delegate any space allotted to them, without the prior consent of AAHOA. Such subletting, sharing, assigning or delegation of without AAHOA's prior written consent is null and void.
- RELOCATION OF EXHIBITS AAHOA shall have the right, in its sole and absolute discretion, to relocate any exhibits shown on the official floor plan.
- FLOOR PLAN All exhibit space marked on the floor plan is available to all paid Exhibitors. The dimensions of the exhibit booth are believed to be accurate but are not warranted.
- NO EXHIBIT OUTSIDE EXPOSITION No Exhibitor participating in the Exposition shall be permitted to exhibit in a hotel room at or near the Exposition, or outside of the exhibit hall, while in attendance at the Exposition.
- 6. HEIGHTS OF STANDARD IN-LINE EXHIBIT Unless a booth includes an island, all 10' x 10' booths are limited to a height of 8' in the back and 3' along the side dividers. The 8' height may be extended along the side rails no more than 4' from the background line of the booth. The rule shall not generally apply to machinery and equipment.
- 7. POSITIONING OF EQUIPMENT WITH RELATION TO AISLE Machines or equipment operated or demonstrated at any time during show hours shall be placed so that no portion is closer than 12" to an aisle unless prior permission is obtained. Exhibitor must agree to display their exhibits so as not to obstruct the general view or to hide other exhibits.
- 8. **NOISE** Public address, sound-producing, or amplifying devices that project sound beyond the Exhibitor's booth, or excessive operating noise that distracts neighboring exhibits, are expressly prohibited. AAHOA reserves the right to restrict exhibits which, because of noise or for any other reason, become objectionable, or which may detract from the character of the Exposition.
- FREIGHT DELIVERIES & MATERIALS SHIPPING- Freight or shipping carriers must deliver freight to the attention of Shepard. Delivery address must reference the name of the Exposition location (2019 AAHOA Convention & Trade Show), show contact name and must not arrive until the first contracted show day (April 23, 2019 or other date subsequently published).
- 10. EXHIBIT BOOTH SET UP AAHOA shall furnish to all Exhibitors who do not have specially built displays, a booth background consisting of flameproof drapery fabric to a height of 8' above the floor, draped side rails which shall be 3' high, and a sign with Exhibitor's name and booth number. Exhibitor's are responsible for providing or arranging for their own carpeting in the booth area through Shepard. Any carpeted area

- used for commercial exhibits or substantial displays must have additional protective carpet laid over the Convention Center's carpet to protect it from inordinate wear and tear or damage. AAHOA reserves the right to remove and or cancel exhibit space or any portion thereof, that AAHOA deems objectionable. Note ALL installation and dismantling prefabricated displays must be done by union labor.
- 11. STORAGE Exhibit floor crate storage is allowed on the exhibit floors under the following conditions and with Fire Marshal approval: in areas no larger than 10 feet by 50 feet and no higher than eight feet; 10 feet of clear aisle space must separate adjacent storage areas; areas must be within licensed space; all rampways and entrances must be kept clear at all times; must provide paths of travel to common exits; Kept neat, clean and orderly throughout the course of your time in the facility; Predefined on your floor plans.
- 12. INSTALLATION AND DISMANTLING The exhibit space shall be available for installation on a date and time to be made known in advance. Exhibits shall not be dismantled before the close of the Exposition. Each Exhibitor shall completely install its exhibit booth in the designated area before the opening of the Exposition and shall dismantle its exhibit after the close of the Exposition no later than the set deadline. Exhibitor shall not use any passenger elevators to transport any freight associated with their exhibit. Loading and unloading of freight is permitted only through the loading dock. The main exhibit floor load limit is 350 pounds per square foot distributed load; the lower lobbies are 100 pounds per square foot; the upper level lobbies, mezzanine and ballrooms are 150 pounds per square foot; and the Sails Pavilion is 150 pounds per square foot
- 13. SECURITY / RISK OF LOSS When the Trade Show is closed, AAHOA shall provide security. Beyond this, AAHOA and the Convention Center, separately or collectively, is/are not responsible for any damage to, or for the loss or destruction of, an exhibit, or for the property of an Exhibitor, its agents, contractors, or employees, resulting from fire, theft, accidents or any causes, or injury to any person resulting from any cause. Claims for loss, damage, or injury are expressly waived by Exhibitor. AAHOA and the Convention Center reserve the right to eject disorderly persons or any person who is causing disruption to an event and/or the conduct of business. AAHOA and the Convention Center maintain an approved list of qualified and pre-approved Exposition security providers. Only providers on this list are permitted to work in the building.
- 14. LIABILITY AND INSURANCE Neither AAHOA, Shepard, nor Convention Center shall be responsible for any injury, loss, or damage that may occur to the Exhibitor or to the Exhibitor's employees or property, prior, during or subsequent to the period covered by the Exposition. Neither AAHOA nor the Convention Center maintains insurance coverage covering the Exhibitor's property. The Exhibitor expressly releases the foregoing persons and entities from, and agrees to indemnify the same against, any and all claims or expenses for such loss, damage or injury arising from any acts or omission of the Exhibitor, or its employees, agents, contractors, and/or invitees. Each Exhibitor shall supply AAHOA with Certificates of Insurance at least 30 days prior to exhibition and upon request. At the request of AAHOA or Shepard, the Exhibitor shall promptly provide to AAHOA a certificate of insurance showing that Exhibitor has obtained for the duration of the Exposition commercial general liability insurance including contractual liability coverage, covering Exhibitor's liability arising in connection with the Exposition, naming AAHOA and the Convention Center, as an additional insured, having a combined single limit per occurrence of not

## **AAHOA – EXHIBITOR RULES & REGULATIONS**

2019 AAHOA CONVENTION & TRADE SHOW – San Diego Convention Center Page 2 of 3

less than \$1,000,000 and providing for at least 10 days prior notice to AAHOA of cancellation, if requested. AAHOA may cancel its lease and/or contract with Exhibitor and retain all fees paid if Exhibitor fails to deliver such certificate in a timely manner, or if such insurance coverage is not maintained during the entire Exposition, including the set-up and removal periods. AAHOA must be listed as an additional insured before any alcohol may be served at the booth or on the Convention Center floor.

- 15. PROTECTION OF BUILDING Nothing should be posted on, tacked, nailed or screwed, tacked, affixed, or otherwise attached to columns, walls, ceilings, floor or other parts of the building or furniture, including any signs, stickers, labels or helium balloons. No clings of any sort are permitted on our carpeted areas. The Exhibitor is responsible for the costs of protecting the building, equipment, or furniture, and for repairing any damage they cause to any exhibit hall property, including any consequential damage arising from such damage. Machinery in operation: Drip pans and scrape buckets should be provided to keep lubricants, excess materials, etc., from staining the floor.
- 16. FIRE, SAFETY AND HEALTH Exhibitor shall be responsible for compliance with local, city, and state ordinances and regulations covering fire, safety, and health. All exhibit equipment and materials shall be reasonably located in or with the booth and protected by safety guards and devices where necessary. Only fireproof materials should be used in displays, and all necessary fire precautions shall be taken by the Exhibitor.
- 17. SAFETY GUARDS AND PROTECTION Convention guests must be properly protected from injury. Any piece of machinery on display that has movable parts must have adequate safeguards to protect the public from injury throughout the exhibit period. All Exhibitor equipment must be UL approved. Extension cords shall be three-wire with ground and shall service on appliance or device. Multi-plug adaptors must be UL approved and have an overload internal circuit breaker. Home-type "cube" taps and spliced wires or heat generators are prohibited. Cooking/warming devices shall be electric and shall be UL or FM approved. Cooking/warming devices and heated products need to be four feet away from the front of the display, or have a shield 18 inches high, 1/4-inch-thick across the front and down the sides of the demonstration area. A 2A10BC fire extinguisher must be in the booth and readily available near the demonstration area. All display materials must be flame retardant according to California fire codes. A fire retardancy certificate of the display materials and the Exhibitor booth construction must be posted or readily available within the exhibit if the Fire Marshal deems necessary, special fire watch coverage will be in effect and billable when the exhibit or show is closed for business. Fire extinguishers and hose cabinets, Exits, entrances, air supply vents, ramps, sidewalks, hallways, stairways, elevators, escalators and aisleways must be kept clear at all times. Electrical equipment shall be installed, operated and maintained in a manner that does not create a hazard to life or property. Sufficient access and working space must be provided for all electrical equipment and must comply with current N.E.C. standards. The following are not allowed: spray painting, saw cutting, any hard construction type of activities (e.g., material sawing, painting, welding, soldering), open flames including candles, smoke emitting devices, use of burning fluids, oils, gasoline, or anything else of like nature.
- REGISTRATION OF VISITORS AAHOA shall have sole control over admission policies at all times. All persons visiting the convention session rooms and the exhibit area, as well as all Exhibitor personnel,

- shall be required to register and wear an appropriate badge while in attendance. AAHOA may exclude any person not wearing the appropriate badge. Exhibitor badges may not be ordered for or transferred to any other person.
- 19. OFFICIAL SERVICE CONTRACTOR To assure orderly and efficient installation, operation, and removal of the displays, and to minimize confusion arising from the presence or solicitation of unknown or unqualified firms, AAHOA has designated an official service contractor. Exhibitors, however, are free to use their own display house. Any outside contractor installing and dismantling exhibits must submit a request, in writing, to AAHOA and list the names of all display company representatives working in the exhibit area, along with proof of liability insurance satisfactory to AAHOA.
- 20. **PERSONS CONNECTED WITH NON-EXHIBITION CONCERNS** Any persons who are not Exhibitors, or who are not associated with a registered Exhibitor, are prohibited from dealing, exhibiting, or soliciting within the exhibit area. Exhibitor shall immediately report violations of this rule to AAHOA.
- 21. SPACE RESTRICTIONS Exhibitor shall confine all materials and activities to the exact booth space allocated, and no signs, rails, or related materials shall not be permitted to intrude into or over the aisles. All publications, advertising materials and giveaways shall be distributed within the space.
- 22. NON-ENDORSEMENT The exposition of products and services at the Exposition does not constitute an endorsement by AAHOA of any Exhibitor, or any products or services exhibited. No Exhibitor is permitted to represent in any manner that AAHOA has endorsed the company or its goods or services.
- 23. **NO SMOKING** All Exhibitors, and their employees, agents, contractors, and/or invitees shall refrain from smoking inside the exhibit hall. Those wishing to smoke shall only do so outside of the convention center or facility in any designated areas.
- 24. FAILURE TO HOLD EXPOSITION AAHOA shall not be liable for a failure to fulfill the contract as to delivery of space and further shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions due to the following causes: by reason of fire, natural disasters, acts of God or the public enemy, national emergencies, strikes, the authority of law, or any cause beyond its control. AAHOA may retain such part of Exhibitor's rental as shall be required to pay for expenses incurred up to the time such contingency shall have occurred. Exhibitor waives all claims for damage or recovery of payments made, except for the return of the prorated amount paid for exhibit space less expenses incurred by AAHOA and Shepard.
- 25. AMENDMENT TO RULES Any and all matters or questions not specifically covered by the preceding Rules and Regulations shall be subject to the decision of AAHOA and Shepard. These Rules and Regulations may be amended without prior notice at any time by AAHOA and the Shepard and shall be binding on Exhibitor equally with the foregoing Rules and Regulations.
- 26. FOOD AND BEVERAGE All food and beverage services must be contracted through the Convention Center, unless otherwise approved in writing. Food and beverage product Exhibitors who are germane to events are lawful manufacturers or distributers of food and/or beverage products may distribute samples. Samples must be distributed from those specific Exhibitor booth locations only. Samples may not exceed two ounces by weight of a solid product and four ounces by volume of a non-alcoholic beverage product. All alcoholic beverage sampling must be serviced by the Convention Center's Food and Beverage

## **AAHOA - EXHIBITOR RULES & REGULATIONS**

2019 AAHOA CONVENTION & TRADE SHOW – San Diego Convention Center Page 3 of 3

- Department. Approval for distribution samples must be obtained prior to the Exposition, please contact the Catering Department at 619-525-5800 or AAHOA for additional information.
- 27. **INDEMNIFICATION** Exhibitor, for itself, its directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests and contractors and their personal representatives, assigns, heirs and next of kin (all referred to collectively herein as "Exhibitor") hereby releases, waives, discharges and covenants not to sue AAHOA and the Convention Center, their directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, quests or contractors (all referred to collectively herein as "Releasees") and each of them, from all liability to Exhibitor for any and all loss or damage and any claim or demands therefore on account of injury to the person or property or resulting death of Exhibitor arising out of or relating to the Exposition, whether caused by the negligence of the Releasees or otherwise. Exhibitor hereby agrees to indemnify, save and hold harmless the Releasees and each of them from and against any loss, liability, damage or cost from any and all claims, demands, actions, causes of actions, penalties, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and/or any death of persons, and damage to and/or loss of property caused by, arising from or growing out of the acts or omissions of Exhibitor incident to the Show, including without limitation, any and all activities Exhibitor may be conducting at the Exposition, or from any breach by Exhibitor of any term or condition of this Agreement.
- 28. MUSIC/PHOTOGRAPHS/OTHER COPYRIGHTED MATERIALS Exhibitor warrants and represents that no music, artistic, or other property protected by copyright or trademark will be performed, reproduced or used at Exhibitor's booth unless the Exhibitor has prior written permission from the copyright or trademark owner or applicable performing rights organization (BMI, ASCAP, GMR, or SESAC).
- 29. DAMAGES Exhibitor shall return space at the conclusion of the Exposition in good condition and repair, ordinary wear and tear excepted. Any costs incurred by AAHOA or the Convention Center to restore the specific exhibit area to its condition prior to the Exposition, shall be at the sole cost and responsibility of Exhibitor.