



ENTELEC Rules and Regulations

written notice of cancellation is received by Show Management by June 28, 2010. If written notice of cancellation is received by June 28, 2010, Exhibitor will be liable for 50% of the total exhibit fee. No refunds or rebates are available for cancellations after June 28, 2010.

5. ELIGIBILITY

Show Manager reserves the right to determine eligibility of exhibitor for inclusion in the Show prior to, or after, execution of the Agreement. Products and services displayed must be industry related. Exhibitor agrees to advertise or display only such products/services indicated by the exhibitor on the Program Listing form that are intended for and generally used in a manner that conform to State, Federal, or other applicable laws or regulations. No other products can be displayed. No exhibitor shall display any product or display or distribute advertisements for a product which infringes upon the registered trademark, copyright or patent of another company, as has been determined by a court of competent jurisdiction. Product comparisons using product or written materials of companies other than the contracted exhibitor are prohibited.

Show Manager, in its sole judgment, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products which are in violation of these Exhibitor Regulations or do not meet the show objectives.

6. EXHIBIT SPACE ASSIGNMENT

- A. **Method.** The method of determining space assignment shall be established by Show Manager and may be changed from time to time without notice to exhibitors in order to accommodate what Show Manager perceives as the best interest of the Show. No rights or privileges are created for any exhibitor as a result of previous space assignments or years of participation in the Show.
- B. **Floor Plan.** Space assignments shall be as indicated on the Exhibit Space Rental Agreement. However, should conditions or situations warrant, Show Manager reserves the right to rearrange exhibitors or adjust the Floor plan to accommodate the best interest of the Show. The Floor plan maintained by Show Manager shall be the official Floor plan. Changes may occur at any time to accommodate Show needs.
- C. **Subletting Space.** Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in the said exhibit space without the written consent of Show Manager.
- D. **Assignment/Transfer.** The agreement is non-assignable by exhibitor except where assignment is in connection with sale or other transfer of the assignor's trade or business to the assignee, but such an assignee shall display only products or services manufactured or marketed by the assignor. In the event of such an assignment, assignor must provide written notification to Show Manager.



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7. DISPLAY REGULATIONS

DISPLAY BOUNDARIES

Exhibit space is sold in 8' x 10' increments. Booths are created by various combinations of those blocks. Although the spaces are sold as 8' x 10' units, a more accurate width measurement for an interior structure is 8'8" allowing for the pipe and drape. Exhibitors should take this into account when determining the dimensions of their exhibits. Booths have an 8' high draped background with 36" high dividers of draped aluminum pipe. Dividers may be removed when one exhibitor purchases two or more connecting booths.

No exhibit material may extend beyond the boundaries of the exhibit space or exceed the height restrictions for that type of booth.

DISPLAY AREA

Exhibitors are only allowed to use the area of the show floor that they have under contract for the display of their exhibit, and the solicitation of attendees. Under no circumstances may an exhibitor extend his display into an aisle or adjoining space even if it is not being used.

Personnel working for an exhibiting company are prohibited from soliciting outside their designated booth space. This includes the use of personnel in costumes distributing promotional materials or bags and the use of mechanical robots or toys.

OUTSIDE CONTRACTORS

Exhibitors are allowed to designate outside contractors to erect and dismantle their booths. However, exhibitors are required to notify Show Management by completing the appropriate form in the Exhibitor Service Manual. The contractor is also required to show proof of liability coverage before set-up. If Show Management does not receive proof of insurance, none of the contractors' employees will be allowed to work in the exhibit hall.

TABLE TOP DISPLAYS

Definition

Exhibit consisting of a table top display 8' long by 30" wide. Purchase price includes an eight foot draped table and each display will include 8' tall back drape consistent with show colors.

Height

Exhibit fixtures, components and identification signs will be permitted to a maximum of 8'3".

Depth

All display fixtures, components and signs must be placed on the 8' draped table as part of the display. The table measurements are approximately 8' long by 30" wide.



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STANDARD IN-LINE BOOTHS

Definition

Exhibit consisting of one or more standard units in a straight line.

Height

Exhibit fixtures, components and identification signs will be permitted to a **maximum of 8'3"**.

Intent

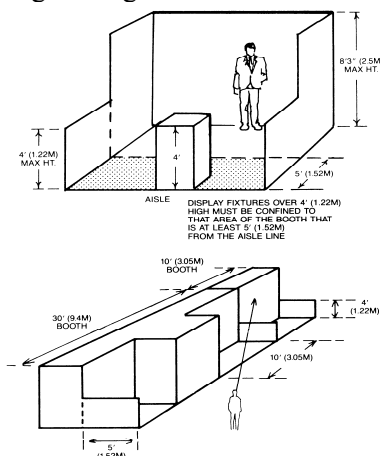
If a portion of an exhibit booth extends above 8'3" high, the exhibit booth's background will detract from the overall impact of the exhibit directly behind that booth regardless of how the backside of the offending booth is finished.

Depth

All display fixtures, components and signs over 4'0" (48 inches or 1.22m) in height and placed within 10 lineal feet (3.05m) of an adjoining exhibit, must be confined to that area of the exhibitor's space which is at least 5'0" (1.52m) from the aisle.

Intent

Each exhibitor is entitled to a reasonable sight line from the aisle regardless of the size of exhibit space. Exhibitors with larger space — 30 lineal feet (9.14m) or more — should also be able to effectively use as much of the total floor space as possible as long as they do not interfere with the rights of others. The limitation on display fixtures over 4'0" high within 5'0" of the aisle line, and within 10 lineal feet of a neighboring exhibit is intended to accomplish both of these aims.



Important

Space dimensions shown on floor plan are from center line of booth equipment, such as side rails and/or back drape. Exhibit structures must be constructed to allow sufficient tolerance on each side for this equipment and for utility service at rear of booth.



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VARIANCES

Any exceptions or alterations to the restrictions and boundaries described herein must meet with the approval of Show Management and must be obtained prior to the booth set up.

At the Show, if Show Management determines that your exhibit obstructs or interferes in any way with other exhibits in the area, you will be asked to conform to the rules during the Show. If you are unable to comply with the rules, you may be instructed to dismantle your booth or the part of the booth that does not conform. Show Management will not give refunds to any exhibitors asked to dismantle their booths.

8. ADMISSION REGULATIONS

- A. **Badges.** Admission to the Show is by official ENTELEC Exposition 2010 registration badge. Badge must be worn at all times, including set-up and tear-down. Badge is the property of Show Manager and is non-transferable. All persons working the exhibit booth must be registered as a Full Conference Registered Delegate. Each exhibitor will receive two (2) Full Conference registration badges per 8' x 10' booth purchased and one (1) Full Conference registration for a table top display purchased. Badges are good for admittance to all ENTELEC Fall Seminar events including the exposition, educational seminars and networking functions.
- B. **Children.** Children under 16 years of age are not permitted.
- C. **Pre-Show Hours Entry.** Exhibitor booth personnel are allowed to enter the hall one hour before Show opening. Any exhibitor requiring earlier entry must obtain written permission from Show Manager.
- D. **Exiting the Hall.** Exhibitors must exit the hall at posted times during set-up and tear-down.

9. SET-UP

- A. **Freight.** Shipments of displays and exhibit materials arriving prior to the set-up day must be sent to the official Show service contractor and must arrive prepaid.
- B. **Display Installation.** All displays must be in place and display material, cartons and refuse removed from the aisles by 7:00 p.m., Wednesday, September 8, 2010, to facilitate the placement of aisle carpets if needed.
- C. **Late Installation.** If installation of any crated exhibit has not started by 4:00 p.m., Wednesday, September 8th, and no arrangements for set-up have been made, then Show Manager shall erect the exhibit and exhibitor will be billed for and agrees to pay for all charges incurred. Show Manager shall not be liable for damages that may occur during this exhibit set-up.
- D. **Space Abandonment.** Any space not claimed and occupied prior to 8:00 a.m., Thursday,



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September 9th, will be resold or reassigned by Show Manager without obligation on the part of Show Manager for any refund whatsoever.

10. TEAR-DOWN

A. **Removal of Product or Equipment.** The removal of product and equipment prior to tear-down must conform to the Merchandise Removal regulation stated in the Exhibitor Information & Services Manual.

B. **Timely Dismantle.** Exhibitor agrees to dismantle display as soon as practical after the end of the Show. Exhibitor further agrees to indemnify and hold Show Manager harmless against any and

all claims which may arise by virtue of damage to the premises caused by exhibitor's display or costs paid by Show Manager due to holding over by exhibitor past its allotted time of occupancy. Exhibitor shall not allow display materials to remain in the exhibit areas after 8:00 p.m., Thursday, September 9th. If display materials remain after such time, Show Manager may remove same, and exhibitor shall be liable for and agrees to pay all costs for dismantling and storage. Show Manager shall not be liable for any damage to the display or materials due to removal or storage.

C. **Early Tear-Down.** Exhibitor shall not initiate tear-down or abandon exhibit prior to 2:30 p.m., Thursday, September 9th. Violation of this paragraph may cause exhibitor to be fined \$1,000 and be subject to a loss of priority points for future ENTELEC Shows. It is understood that premature tear-down detracts from the overall merit of the Show.

D. **Tear-Down Security.** Exhibitor booth personnel must remain in their contracted exhibit space until exhibitor's display materials are secured. All products should be securely packed before leaving the exhibit. Show Manager and the official service contractor assume no responsibility for exhibit material left unattended in the exhibit hall during tear-down. Exhibitor is responsible for freight until removed by the freight carrier.

11. OPERATION AND CONDUCT

A. **Regulation & Restriction.** Show Manager reserves the right to regulate and/or restrict exhibits to a reasonable noise level and to suitable methods of operation and display of materials. If for any reason an exhibit and/or its contents are deemed objectionable by Show Manager, the exhibit shall be subject to removal at exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, or any item of poor character that in the sole judgment of Show Manager is detrimental to the Show. In the event such a restriction is enforced, Show Manager shall not be liable for refund of exhibit space rental fees or exhibit equipment rental fees, except at its' sole discretion. Exhibitor hereby expressly waives any right and all claims, actions or demands for damages, costs and expenses, including legal fees, against The Inverness, ENTELEC, Show Manager, its directors, officers, agents, employees and/or servants for such restriction or removal.



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- B. **No Retail Sales.** Exhibitors are not permitted to sell products for delivery at the Show without written permission from Show Management.
- C. **Prohibited Displays.** No animals, reptiles, birds, rodents, or insects may be used as part of any exhibit.
- D. **Exhibit Obstructions.** Exhibitors are not allowed to obstruct the view, cause injury or adversely affect the displays of other exhibitors.
- E. **Exhibit Personnel.** Exhibitor booth personnel and representatives may not enter the exhibit space of another exhibitor without permission from that exhibitor and at no time may anyone enter an exhibit space that is not staffed. Attendants, models, and other employees must confine their activities to the contracted exhibit space.
- F. **Damages.** Exhibitor is responsible for all damage to any property caused by exhibitor personnel.
- G. **Advertising.** Exhibitor shall not, without the written consent of Show Manager distribute or permit to be distributed any advertising matter, literature, souvenir items or promotional materials in or about the exhibit areas except from its own allotted exhibit space.
- H. **Food and Beverages.** Alcoholic beverages may not be served within an exhibitor's exhibit space without written permission from Show Manager. Exhibitors receiving permission to serve alcoholic beverages must provide a certificate of insurance for Liquor Liability naming ENTELEC as additional insured. Alcoholic beverages may not be served during exhibit set-up or tear-down under any conditions. Food and/or beverage items served within an exhibitor's exhibit space must be provided by the official facility caterer. Preparation of food within the contracted exhibit space is prohibited.
- I. **Photography/Video/Recording.** Exhibitors shall not photograph or video tape the exhibit or product of another exhibitor. No exhibit, performance or event presented at the Show shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind without the express written consent of Show Manager.
- J. **Outside Activities.** Exhibitors are not permitted to host or sponsor any event off the Show Floor that attracts buyers during exhibit or education hours.
- K. **Music/Photographs/Other Copyrighted Material.** Each exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in exhibitor's booth or display. No exhibitor will be permitted to play, broadcast or have performed any music or use any other copyrighted material, such as photographs or other artistic works, without first presenting to Show Manager proof satisfactory that the exhibitor has, or does not need, a license to use such music or copyrighted material.



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Show Manager reserves the right to remove from the exhibit all or any part of any booth or display which incorporates music, photographs or other copyrighted material and for which the exhibitor fails to produce proof that the exhibitor holds all required licenses.

The exhibitor shall remain liable for and shall indemnify and hold Show Manager, its agents and employees, harmless from all loss, cost, claims, causes of action, suits, damages, liability, expenses, and costs, including reasonable attorneys' fees, arising from or out of any violation or infringement (or claimed violation or infringement) by exhibitor, exhibitor's agents or employees of any patent, copyright or trade secret rights or privileges.

12. VIOLATIONS

The exhibitor shall be bound by the rules and regulations set forth herein, and by such additional rules and regulations that may be established by the Inverness Hotel and Show Manager. Show Manager shall have the power to adopt and enforce all Show rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of Show Manager. Any violation by the exhibitor of any of the terms and conditions herein shall subject exhibitor to cancellation of the Agreement to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Show Manager shall have the right to take possession of the exhibitor's space, remove all persons and properties of the exhibitor and hold the exhibitor accountable for all risks and expenses incurred in such removal.

13. LABOR

The exhibitor agrees to abide by all agreements between Show Manager, the official Show service contractors, the Inverness Hotel and any of its agents pertaining to using labor in the exhibit areas, and to abide by all labor regulations as stated in the Exhibitor Information & Services Manual. Show Manager is not liable for changes in union regulations.

14. COMPLIANCE WITH LAWS

- A. Exhibitor agrees to comply with and be bound by all city, state and federal laws and wherever applicable, all rules and regulations of the Denver Police Department and Fire Department and those policies and criteria which have been established by the Inverness Hotel for use of the exhibit areas.
- B. **Fire Regulations/Fireproofing/Codes.** Exhibitor must conform to all standard fire codes of the City of Denver and the facility. Combustible materials or explosives are not permitted in or around the exhibit areas without written permission from Show Manager. Exhibitor shall not allow its display to block the view of, or impede access to fire alarm boxes, fire hose cabinets, fire extinguishers, or other safety equipment. Smoking is prohibited in the Inverness Hotel at all times.
- C. **Electrical.** Electrical equipment and wiring require evidence of testing and approval by a nationally recognized testing laboratory, and must conform to the electrical codes and regulations



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as indicated in the Exhibitor Information & Services Manual.

- D. **Inspection.** All displays will be inspected during set-up days and any exhibitor deviating from the regulations must make modifications to their exhibit at exhibitor's expense prior to Show opening.

15. EXHIBITOR-APPOINTED CONTRACTORS (EAC)

An Exhibitor-Appointed Contractor is any contractor not listed in the Exhibitor Information & Services Manual. Any exhibitor using the services of a contractor other than official Show contractors must conform to the regulations stated in the Exhibitor Information & Services Manual.

16. ACCESS CONTROL

24-hour access control will be provided from the beginning of setup to the end of tear-down. Show Manager shall not be held responsible for the loss of any material by any cause and urges the exhibitor to exercise normal precautions to discourage loss due to theft or any other cause. No responsibility is assumed by Show Manager for goods delivered to the exhibit areas, or for materials left in the exhibit areas at any time. Exhibitors are encouraged to insure exhibit property against loss or theft.

17. DISRUPTION OF SHOW

In the event the Inverness Hotel or any part thereof shall be destroyed, damaged by fire or other cause, or become unavailable in whole or in part, for a portion or for the entirety of the Agreement period for any reason whatsoever, or if any casualty or unforeseen occurrence shall render the fulfillment of this Agreement impossible, including, without limitation, the requisitioning of The Inverness by any governmental entity, then and thereupon the parties to the agreement shall amend the agreement in a fashion which shall be mutually acceptable or the agreement shall be terminable by Show Manager at its option. Exhibitor hereby waives any claim against Show Manager for damages or compensation for such termination should the agreement be so terminated. In the event the Show is interrupted or canceled for any reason, Show Manager at its option may return a portion of the amount paid for space after deduction of any amounts necessary to cover expenses incurred by Show Manager in connection with the Show. Such expenses shall include, but not be limited to all expenses incurred by Show Manager as a result of contracts with third parties for the provision of services or products incidental to the Show, including the Show Manager Agreement with the Show Manager; all out of pocket expenses incurred by Show Manager incidental to the Show; and all overhead expenses of Show Manager attributable to the production of the Show. No monies will be returned should the dates or location of the Show be changed by Show Manager, but exhibitor will be assigned space which exhibitor agrees to use under these same rules and regulations. Show Manager shall not be financially liable in the event the Show is interrupted, canceled, moved, or dates changed except as provided herein.

18. WAIVER OF LIABILITY AND WAIVER OF SUBROGATION

Show Manager shall not be responsible for any damage or injury that may happen to the exhibitor or its agents, servants, employees or property from any cause whatsoever except the gross negligence or



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willful misconduct of Show Manager, its servants or employees, arising out of Show Manager duties and responsibilities under the Agreement. Exhibitor expressly releases Show Manager, its directors, officers, agents, employees, and/or servants from any such loss, damage or injury. Show Manager and the exhibitor agree to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property. Show Manager, its staff, employees, and agents assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any exhibitor by any governmental agency.

19. INDEMNITY

The exhibitor is responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Inverness Hotel leased or used by exhibitor which are caused by the acts or omissions of exhibitor, or their employees, representatives, servants, agents, licensees, invitees, patrons, guests, or contractors. Exhibitor shall defend, indemnify and hold

harmless ENTELEC, the Show Manager, its officers, employees, and agents from and against 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 death of persons, and damage to and loss of property which are caused by, arise from, or grow out of exhibitor's use or occupancy of the premises or from any breach by exhibitor of any condition of this contract, or from any act or omission of exhibitor, or their employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors.

20. EXHIBITOR REPRESENTATIVE

The signer of the Exhibit Space Rental Agreement shall be the official representative of the exhibitor and shall have the authority to act on behalf of the exhibitor in all matters relating to the Show.