

# 2019 Show Rules & Regulations

## ADMISSION REGULATIONS

- Badges - Admission to the Show is by official 2019 ENTELEC Conference & Expo registration badge. Badge must be worn at all times, including set-up and tear-down. Badge is the property of ENTELEC and is non-transferable. All persons working the exhibit booth during the show must be registered as either a Full Conference Registration or a Booth Personnel (Exhibitor)-Only Badge. Exhibitors will not be able to use the FREE VIP Form to register.
- Children - Children under 16 years of age are NOT permitted.
- 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 ENTELEC.
- Exiting the Hall - Exhibitors must exit the hall at posted times during set-up and tear-down.

## SET-UP

- 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.
- Display Installation - All displays must be in place and display material, cartons and refuse removed from the aisles by 3:00 p.m., Tuesday, April 23, 2019 to facilitate the placement of aisle carpets.
- Late Installation - If installation of any crated exhibit has not started by 1:00 p.m., Tuesday, April 23, 2019 and no arrangements for set-up have been made, then ENTELEC shall erect the exhibit and exhibitor will be billed for and agrees to pay for all charges incurred. ENTELEC shall not be liable for damages that may occur during this exhibit set-up.
- Space Abandonment - Any space not claimed and occupied prior to 1:00 p.m., Tuesday, April 23, 2019 will be resold or reassigned by ENTELEC without obligation on the part of ENTELEC for any refund whatsoever.

## MOVE OUT

- 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.
- Timely Dismantle - Exhibitor agrees to dismantle display as soon as practical after the end of the Show. Exhibitor further agrees to indemnify and hold ENTELEC 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 ENTELEC 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 9:00 p.m., Thursday, April 25, 2019. If display materials remain after such time, ENTELEC may remove same, and exhibitor shall be liable for and agrees to pay all costs for dismantling and storage. ENTELEC shall not be liable for any damage to the display or materials due to removal or storage.
- Early Move-Out - Exhibitor shall not initiate tear-down or abandon exhibit prior to 2:00 p.m., Thursday, April 25, 2019. 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.
- Move-Out 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. ENTELEC 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.

## **OPERATION AND CONDUCT**

- Regulation & Restrictions - ENTELEC 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 ENTELEC, 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 ENTELEC is detrimental to the Show. In the event such a restriction is enforced, ENTELEC 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 George R. Brown Convention Center, ENTELEC, its directors, officers, agents, employees and/or servants for such restriction or removal.
- **No Retail Sales** - Exhibitors are not permitted to sell products for delivery at the Show without written permission from Show Management.
- **Prohibited Displays** - No animals, reptiles, birds, rodents, or insects may be used as part of any exhibit.
- **Exhibit Obstructions** - Exhibitors are not allowed to obstruct the view, cause injury or adversely affect the displays of other exhibitors.
- **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.
- **Damages** - Exhibitor is responsible for all damage to any property caused by exhibitor personnel.

- **Advertising** - Exhibitor shall not, without the written consent of ENTELEC, 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.
- **Food and Beverages** - Alcoholic beverages may not be served within an exhibitor's exhibit space without written permission from ENTELEC. 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.
- **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 ENTELEC.
- **Outside Activities** - Exhibitors are not permitted to host or sponsor any event off the Show Floor that attracts buyers during exhibit or education hours.
- **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 ENTELEC proof satisfactory that the exhibitor has, or does not need, a license to use such music or copyrighted material.

ENTELEC 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 ENTELEC, Mpire Management Group 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.

## **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 George R. Brown Convention Center and ENTELEC. ENTELEC 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 ENTELEC. 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, ENTELEC 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.

## **LABOR**

The exhibitor agrees to abide by all agreements between ENTELEC, the official Show service contractors, the George R. Brown Convention Center 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. ENTELEC is not liable for changes in union regulations.

## **COMPLIANCE WITH LAWS**

Exhibitor agrees to comply with and be bound by all city, state and federal laws and wherever applicable, all rules and regulations of the Houston Police Department and Fire Department and those policies and criteria which have been established by the George R. Brown Convention Center for use of the exhibit areas.

- Fire Regulations/Fireproofing/Codes - Exhibitor must conform to all standard fire codes of the City of Houston. Combustible materials or explosives are not permitted in or around the exhibit areas without written permission from ENTELEC. 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 George R. Brown Convention Center at all times.
- 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 as indicated in the Exhibitor Information & Services Manual.
- 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.

## **EXHIBITOR-APPOINTED CONTRACTORS (EAC)**

An Exhibitor-Appointed Contractor is any contractor not listed in the Exhibitor Services Manual as an Exclusive or Non-Exclusive Contractor. Any exhibitor using the services of a contractor other than official Show contractors must conform to the regulations stated in the Exhibitor Services Manual and complete all associated forms. The GRB Convention Center has instituted the Worker Identification System. All EACs must be in the system and must check in upon arrival. Information is provided in the Exhibitor Service Manual.

## **ACCESS CONTROL**

24-hour access control will be provided from the beginning of setup to the end of tear-down. ENTELEC 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 ENTELEC 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.

## **DISRUPTION OF SHOW**

In the event the George R. Brown Convention Center 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 George R. Brown 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 ENTELEC at its option.

Exhibitor hereby waives any claim against ENTELEC 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, ENTELEC at its option may return a portion of the amount paid for space after deduction of any amounts necessary to cover expenses incurred by ENTELEC in connection with the Show. Such expenses shall include, but not be limited to all expenses incurred by ENTELEC as a result of contracts with third parties for the provision of services or products incidental to the Show, including the ENTELEC Agreement with the Management Company; all out of pocket expenses incurred by ENTELEC incidental to the Show; and all overhead expenses of ENTELEC attributable to the production of the Show. No monies will be returned should the dates or location of the Show be changed by ENTELEC, but exhibitor will be assigned space which exhibitor agrees to use under these same rules and regulations. ENTELEC shall not be financially liable in the event the Show is interrupted, canceled, moved, or dates changed except as provided herein.

### **WAIVER OF LIABILITY AND WAIVER OF SUBROGATION**

ENTELEC 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 willful misconduct of ENTELEC, its servants or employees, arising out of ENTELEC duties and responsibilities under the Agreement. Exhibitor expressly releases ENTELEC, its directors, officers, agents, employees, and/or servants from any such loss, damage or injury. ENTELEC 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. ENTELEC, its staff, employees, and agents assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any exhibitor by any governmental agency.

### **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 George R. Brown Convention Center 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, 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.

### **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.