

# Rules and Regulations

**1. Purpose:** The object of INCOMPAS is to further INCOMPAS's objectives by providing a forum through exhibits and technical programs. Exhibitors are limited to firms, organizations and agencies whose exhibits are in harmony with the purpose of this exposition. Active selling or order taking is NOT permitted. Children under the age of 18 (as well as infants/children in strollers) are not permitted on the exhibit floor at any time.

**2. Payment Terms:** To confirm Exhibitors and sponsorships, all applications must include payment in full. If any Exhibitor fails to perform any other term or condition of the contract, or fails to observe and abide by these Contract Conditions/Rules & Regulations, INCOMPAS reserves the right to terminate the contract immediately without refund of any moneys previously paid.

**3. Assignment of Space:** A priority point system will be used to assign space during an online space selection. Following online space selection, space will be assigned on a first-come, first served basis.

**4. Cancellation:** In the event of a cancellation by an exhibitor or sponsor, INCOMPAS shall determine an assessment covering the reassignment of space or sponsorship, right to service performed, and other damages related to the cancellation, according to the following schedule:

Spring 2017: Through December 31, 2016, 50% of total booth rental fee. After December 31, 2016, 100% of total booth rental space.

Fall 2017: Through June 30, 2017, 50% of total booth rental fee. After June 30, 2017, 100% of total booth rental space.

No sponsorship cancellation refunds will be granted due to ongoing promotions. INCOMPAS must receive written notification of the cancellation by registered or certified mail. Date cancellation notice is received by INCOMPAS will determine above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, INCOMPAS reserves the right to reassigned cancelled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

**5. Cancellation or Change of Exposition:** If for any reason beyond INCOMPAS's control, The INCOMPAS SHOW must be cancelled, shortened, delayed or otherwise altered or otherwise changed, Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of INCOMPAS or its event management company, SmithBucklin Corporation, or their respective directors, officers, employees or agents. Exhibitor understands that it may lose all monies it has paid to INCOMPAS for space in the exhibition, as well as other costs and expenses it has incurred, including travel to the show, setup, lodging, freight, employee wages, etc. Exhibitor, as a condition of being permitted by INCOMPAS to be an Exhibitor at The INCOMPAS Shows, agrees to indemnify and hold harmless INCOMPAS, SmithBucklin Corporation, and their respective directors, officers, employees or agents, from any and all loss, which Exhibitor may suffer as a result of show cancellation, duration, delay or other alterations or changes caused in whole or in part by any reason outside INCOMPAS's control.

**6. Attendance:** Admission policies shall remain, at all times, the prerogative of INCOMPAS, and may be revised or amended to suit unforeseen conditions.

**7. Occupation:** Any exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be taken by INCOMPAS and re-allocated or reassigned for such purposes or use INCOMPAS may see fit.

**8. Set-up and Dismantle:** Set-up and dismantle hours specified in the prospectus are subject to change, in which case all Exhibitors will be notified in writing. Exhibits are to be kept intact until the closing of The INCOMPAS Shows. No part of an exhibit shall be removed during The INCOMPAS Shows without special permission from INCOMPAS. Exhibitor will complete arrangements for removing his material in accordance

with the information provided in the Exhibitor Service Manual. Exhibitor shall indemnify, hold harmless and defend INCOMPAS and Show management from and against any and all fees, costs or expenses incurred as a result of such late removal. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exposition before the specified conclusion of the dismantling period set by INCOMPAS.

**9. Subletting of Exhibits and Prohibited Uses:** Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them. Nor shall they exhibit or permit to be exhibited in their space any merchandise or advertising materials which are not a part of their regular products, or which are not compatible with the character of INCOMPAS, without a written request and approval from INCOMPAS. INCOMPAS reserves the right to terminate any portion of the exhibit that is not in accordance with these rules without prior approval.

**10. General Contractor:** Booth furnishings such as tables, chairs, wastebaskets, carpeting, signs, flowers, and booth services (labor to setup and dismantle spotlights, etc.) may be obtained from the official INCOMPAS service contractor. The service contractor will be available for Exhibitor assistance during all hours of setup, exhibition, and teardown. The contact information for the service contractor along with detailed information on shipping, labor, special fees, and material handling is included in the Exhibitor Services Manual. The Exhibitor Services Manual will be emailed to each Exhibitor three months prior to the event, or shortly after the INCOMPAS Exhibitor Contract has been received by INCOMPAS. Without prior agreement with the INCOMPAS management, the individual Exhibitor is responsible for any costs incurred as a result of a failure to meet scheduled deadline dates, and will be invoiced accordingly. If you have any questions or special requirements, consult the INCOMPAS web site at [www.show.incompas.org](http://www.show.incompas.org).

**11. Alcoholic Beverages:** The serving of alcoholic beverages by Exhibitors in any part of the exhibit area is strictly prohibited without the express prior approval of INCOMPAS.

**12. Noise and Odors:** Noisy or obstructive work will not be permitted during open hours of the Exposition, nor will noisily operating displays, nor exhibits producing objectionable odors. INCOMPAS shall have the sole discretion in determining what is noisy, obstructive or objectionable.

**13. Obstruction of Aisles or Booths:** All marketing activities of each Exhibitor must be confined to the Exhibitor's allotted booth space. Demonstrations in booths must be designed to take place and keep the audience within the existing booth space to allow the free flow of traffic in the aisles.

**14. Booth Activities:** Show management at its sole discretion shall have the right to prohibit the distribution of samples or handouts that it deems inappropriate or objectionable. Distribution of refreshments or food will not be permitted without prior written approval by INCOMPAS and purchased from the official catering service. The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational past time is permitted only on written approval from INCOMPAS.

**15. Promotions, Contests, Printed Material, Etc.:** Distribution of promotional material to INCOMPAS conference attendees' hotel sleeping rooms, public areas, or in technical sessions are strictly prohibited. Displays, demonstrations, and distributions are limited to the confines of an exhibitor's own booth.

**16. Exhibit Construction and Layout:** INCOMPAS reserves the right to control the layout of the exhibit hall. Detailed regulations governing the construction, height, weight of equipment, and layout of exhibits will be included in your Exhibitor Services Manual. These rules and regulations are to be considered an addendum to this document, and are subject to the full power and enforcement as set forth herein. If you require immediate access to these rules and regulations, please contact INCOMPAS for a copy. Each Exhibitor will be held accountable for abiding by these rules and regulations governing stand construction and height limitations. INCOMPAS reserves the right to control the layout of the

exhibit hall. Exhibitors will be bound by the booth construction rules included in the Exhibitor Services Manual.

**17. Display:** All displays shall be professional in nature and follow local fire and safety regulations. INCOMPAS shall have full authority for approval or arrangement and appearance of items displayed. INCOMPAS may, at its discretion, require replacement, rearrangement, or re-decoration of any item or any booth, and no liability shall attach to INCOMPAS for the costs that may evolve upon exhibitor thereby. Exhibitors with special backgrounds or sides dividers must make certain that such material is furnished in such a manner as to not be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished at 4:00 pm on the scheduled opening of the show, INCOMPAS shall authorize the official decorator to affect the necessary finish and the exhibitor must pay all charges involved thereby. All exhibits must have a floor covering in uncarpeted facilities.

**18. Liability:** The Exhibitor assumes all responsibility for any and all loss, theft, or damage to Exhibitor's display, equipment, and other property while on the hotel premises, and hereby waives any claim or demand it may have against the hotel or its affiliates arising from such loss, theft, or damage. In addition, the Exhibitor agrees to indemnify, defend, and hold harmless INCOMPAS and the hotel against any liabilities, obligations, claims, damages, suits, costs, and expenses, including, without limitation, attorneys' fees and costs, arising out of or in connection with the Exhibitor's occupancy and use of the exhibition premises or any part thereof or any negligent act, error, or omission of the Exhibitor or its employees or agents.

**19. Insurance:** Each Exhibitor shall carry and maintain Comprehensive General Liability Insurance with the limits not less than \$1,000,000 including Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all laws covering the exhibitor's employees. Proof of such insurance shall be provided to INCOMPAS or its agent or representative upon request. Participating Exhibitors assume the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to Exhibitor's displays, equipment, and other property brought upon the premises of the hotel.

**20. Limitation of Liability:** Exhibitor agrees to make no claim for any reason whatsoever against INCOMPAS, the management firm, agents, servants, and employees. Exhibitor shall indemnify and hold harmless INCOMPAS, the management firm, agents, servants, and employees from any and all claims arising out of the acts of negligence of exhibitor, exhibitor's agents, employees or representatives, and any claims for injury to exhibitor, its employees, agents, representatives or event attendees. This includes theft or mysterious disappearance to any and all equipment owned by, leased to, or utilized by Exhibitors.

**21. Social Functions:** Exhibitors may conduct social functions in public areas of hotel provided. Such functions must be held at such times and places not to interfere or conflict with INCOMPAS's scheduled activities, and provided further that exhibitor receives the written approval of INCOMPAS prior to conducting such functions. All functions must be scheduled through INCOMPAS.

**22. Press:** Press conferences by exhibitors on the exhibit floor during exhibit hours are prohibited without the written approval of INCOMPAS.

**23. Music Licensing:** Exhibitors are responsible for individual ASCAP/BMI music licensing fees or similar statutes as may apply outside the United States if applicable to the function. Music played and/or performed, whether recorded or live, will not be covered under INCOMPAS's ASCAP/BMI music licensing agreement.

**24. Badges and Exhibit Personnel:** Each exhibitor shall receive three (3) nontransferable identification badges per 10' x 10' booth. All representatives who work in the booth for the exhibitor must be employees of the exhibitor. Badges mutilated in any way, shape or form will not be acceptable this includes inserting business cards in the front. Transferring of badges is NOT allowed. Individuals who do not have badges will not be admitted into the exhibit area. False certification of any individual as an exhibitor's representative, misuse of exhibitor's badges or any other method or device used to assist unauthorized personnel to gain admittance to the

exhibit floor will be a cause for expelling the exhibitor's representatives from the exhibition hall or removing exhibitor's exhibit from the floor, or both, without Show Management being obligated to provide exhibitor a refund. Exhibitor shall use reasonable efforts to cause each person employed by exhibitor in connection with the exhibit to at all times maintain a neat, clean appearance and behave in a polite and professional manner. Cancellation of exhibit space prohibits the usage of exhibit booth badges previously granted to exhibit staff. Booth representatives, including models or demonstrators, must be properly registered and wear badges and be properly and modestly clothed. All exhibits must have personnel present during show hours.

**25. Canons of Conduct:** All representatives of exhibiting companies or representatives of firms contracted by exhibiting companies must abide by the INCOMPAS Canons of Conduct contained herein.

**26. Eligibility:** INCOMPAS has the sole right to determine the eligibility of any company or product for inclusion in the Exposition.

**27. Americans With Disabilities Act/Similar Non-U.S. Statutes:** Exhibitors shall be responsible for making their exhibits accessible to persons with disabilities, as required by the Americans with Disabilities Act and shall hold INCOMPAS harmless from any consequences of failing to do so.

**28. Amendment and Addition Rules:** All matters and questions not covered by the regulations are subject to the decision of INCOMPAS. These regulations may be amended at any time by INCOMPAS and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original regulations.

**29. Waiver of Rights:** Any rights of INCOMPAS under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of INCOMPAS.

**30. Agreement to Rule:** Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitors Manual, and by any amendments and additional rules that may be put into effect by INCOMPAS.

**31. Enforcement:** The Exhibitor acknowledges that its failure to comply with the Rules & Regulations set forth herein will cause harm to INCOMPAS. The Exhibitor agrees that, if INCOMPAS determines that a material violation has occurred, the Exhibitor will lose the privilege of exhibiting at this and future INCOMPAS conferences. In addition, INCOMPAS reserves the right to immediately remove all exhibit materials if a violation occurs during the conference without issuing a refund.

Canons of Conduct In order that INCOMPAS may better achieve its purposes, the following Canons of Conduct are adopted and shall govern the conduct of all INCOMPAS members, member representatives, and attendees. All such members, member representatives, and attendees in connection with all INCOMPAS matters and activities: A. Must conduct themselves and their activities in a professional manner marked by integrity and spirit of fair play. B. Must refrain from engaging in any activity which would violate proprietary rights of their employers, INCOMPAS, or any other INCOMPAS member organization (including their representatives). C. Must abide by the bylaws and policies of INCOMPAS. D. Must properly register and display appropriate credentials at INCOMPAS activities. E. Must not engage in sales activities, including direct or indirect solicitation, or conduct any other activity contrary to purpose or policies of INCOMPAS at an INCOMPAS-sponsored activity without the express consent of the INCOMPAS Board of Directors. F. Must not distribute any materials or post displays of any kind at INCOMPAS activities without prior approval of an officer of INCOMPAS. G. Must not engage in any form of personnel recruitment or use of INCOMPAS facilities or resources to do so. H. Must not use the INCOMPAS name, other than in the conduct of INCOMPAS business, as determined by the INCOMPAS Board of Directors. I. Must not use the INCOMPAS membership list or any part thereof, except in the conduct of INCOMPAS business, as determined by the INCOMPAS Board of Directors. J. Must restrict the use of INCOMPAS documents and other data for the purpose defined by the INCOMPAS Board of Directors or INCOMPAS policies.