



## Your Partner in PUBLIC SAFETY

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### 2017 IMSA CONFERENCE RULES AND REGULATIONS GOVERNING USE OF SPACE BY EXHIBITORS

These rules and regulations form part of the Contract for Exhibition Space made between the International Municipal Signal Association, Inc. (IMSA) and the Exhibitor.

**1. ELIGIBILITY TO EXHIBIT:** Companies providing equipment, supplies and services relevant to public safety are eligible to exhibit. However, IMSA reserves the sole right to determine the eligibility of exhibits including, but not limited to, companies, products, systems services, booth graphics, printed material distributed at the exhibition, souvenirs and give-a-ways and all other exhibition features and activities. Further, IMSA reserves the right to determine if an exhibit meets the objectives and standards of the Association and its Conference.

**2. OUTSTANDING DEBTS TO THE ASSOCIATION:** All debts owed by the potential Exhibitor to IMSA must be paid in full prior to contracting for booth space at the Conference. Monies submitted for booth deposit purposes will be applied first against any outstanding debts of the exhibiting company to IMSA; additional monies will be required as a deposit to reserve booth space. Exhibitors over 30 days in arrears to IMSA will not be allowed to set up their booth(s) and all monies received for exhibit space rental will be applied to these outstanding balances.

**3. EXHIBIT SPACE RESERVATIONS: (A.) Making Booth Reservations:** In order to make Booth Reservations, please complete the Contract for Exhibit Space and forward with a minimum deposit for 50 per cent (50%) of the total value of the requested booth(s) rental fee in U.S. Funds. **(B.) Booth Space Assignments:** Space will be assigned on a first-come, first-served basis, providing the Exhibitor has no outstanding debts with the Association and meets the eligibility requirements. Every effort will be made to accommodate the Exhibitor's preference of location. Layout may be changed depending on the final number of Exhibitors. No changes to booth assignments may be made without the agreement of IMSA. No guarantee of booth or display space allocation will be binding on IMSA unless the Exhibitor returns the signed "Contract for Exhibition Space," and issues payment in accordance with said contract. **(C.) Standard Booth Equipment:** Booths sold by the Association will be 10' wide and 10' deep consisting of 4 fabric factory flame-proofed panels. Side divider panels are also flame-proofed and are 36" high. End-cap booths will be 10' deep by 20' wide. Booths will be draped on back and sides, and will include a one-line identification sign indicating the name of the exhibiting company and the booth number. The equipment, furnishings, or services other than those provided as indicated must be arranged for with the Official Decorator, Freeman, at the Exhibitor's cost. If the exhibit hall is not carpeted, you must order carpeting for your booth space from Freeman. In the event carpeting is used, Exhibitor must pay for vacuum cleaning. Electrical outlets, booth cleaning and telephone services order forms will be included in the Exhibitor Packets. **(D.) Sub-Leasing:** 1. Exhibitor may not assign or sublease his contracted space or any part thereof. 2. Exhibitor shall not exhibit, give as a premium or advertise articles not manufactured or sold in his own name, except where such articles are required for the proper demonstration or operation of the Exhibitor's display.

**4. USE OF SPACE –** Exhibits shall be shown only in the official exhibit area as established by the IMSA. Neither the exhibitors nor non-exhibitors shall be permitted to display articles, equipment or information concerning services, or movies of such articles, equipment or services in private suites, or sleeping rooms or function rooms during the conference in accordance with prior agreement between the IMSA and the convention center and/or hotel(s) in the locale of the specific conference. No exhibitor shall permit any other corporation or firm or its representatives to use the space allotted to him, nor shall he display articles not manufactured or sold normally by him. If an article of a non-exhibiting firm or business is required for the operator or display of an exhibitor's wares, identification of such articles shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article is sold in the regular course of business. Co-participation by any other corporation or firm or its representatives in space assigned to the original applicant must be by written permission of IMSA and

shall be subject to an additional charge of 100% of the total cost per booth for each additional company for the run of the conference. The prohibitions and restrictions contained in this section relating to corporations and firms other than the exhibitor shall apply to any entity which is the signatory of this agreement, including any subsidiary, parent, or affiliate of the signatory. Exhibitor may not use the space to display, distribute, market, or promote products or services other than those contained in the description submitted to the Association by Exhibitor, approved by the Association and published in the final program. Exhibitors who use models should be sure that their appearance is such as to not offend even the most critical. The Association reserves the right to approve or disapprove, in its sole discretion, all material, display, or conduct.

**5. DISTRIBUTION OF PRINTED MATTER, ETC. –** Neither exhibitors nor non-exhibitors shall distribute to the conference attendees printed matter, samples, souvenirs and the like, except from within rented space. Special distribution of such material elsewhere must be approved by the IMSA.

**6. CONFLICTING MEETING & SOCIAL EVENTS –** In the interest of the success of the entire conference and exposition, the exhibitor agrees not to extend invitations, call meetings, or schedule any event in the proximity of the conference or otherwise encourage absence of conference attendees from the conference and the conference exhibits, programs and events during the period of the conference, as shown on the front of this contract, without the prior written approval of IMSA.

**7. ORDINANCES, LAWS, LOCAL REGULATIONS:** Exhibitor agrees to accept full responsibility for compliance with national, state and city regulations and Westin Kierland Resort, Scottsdale, AZ rules and regulations. Demonstrations at exhibit booths must comply with all local fire codes and regulations of the local City Fire Department. Internal Revenue Service ruling 75-716 through 75-520 causes the Association to prohibit SALES or ORDER TAKING on the exhibit floor. The Exhibitor will continue to display its products and provide full information on the availability, use and value of its products. IMSA will monitor the hall and enforce the no sales, no order taking rule.

**8. DISPLAY AND EXHIBIT WORK – INSTALLATION, DISMANTLING AND DECORATING:** Full-time employees of an exhibiting firm may install and dismantle their own and respective company displays. Any outside or additional labor required for installation and dismantle, or decorating is to be performed by the Official Service Contractor or by exhibitor appointed contractors under the guidelines established by the International Association for Exposition Management.

**9. LOADING AND UNLOADING:** All exhibitors must honor and obey loading and unloading rules set by the Westin Kierland Resort, Scottsdale, AZ during move-in and move-out within the facility. **(A.)** Freeman will provide labor during move-in and move-out on all materials coming in and out of the facility. Any exhibitor materials that require assistance will be done by Freeman. Any access via front doors of the Westin Kierland Resort is strictly prohibited. **(B.)** An exhibitor will be granted loading area access only if materials can be individually hand carried. All materials are ground loaded.

**MATERIALS DELIVERED TO OR PICKED UP FROM SHOW/JOB SITE:** All materials received, other than those in exhibitor owned vehicles as described below, will be handled by the Official Service Contractor. Due to limited storage, the Hotel cannot accept any drayage, packages or exhibits.

**EXHIBITOR OWNED VEHICLES:**

Exhibitors, show organizers and other clients may handle their own materials, which can be carried by hand by one person. Exhibitors may not bring or use carts, pallet jacks or other material handling equipment, which would interfere with the operations of the Official Service Contractor. The above will be strictly followed. All materials, other than exhibitor-handled materials as described above, are chargeable as material handling and will be handled through the Official Service Contractor. There are no storage facilities available for materials handled by exhibitors. Space is limited at show site. To ensure the orderly move in and move out of the show, all docks and vehicle traffic are under the exclusive control of the Official Service

Contractor. As conditions permit, space may be made available for exhibitor owned vehicles to load or unload. One person should remain with the vehicle at all times. Due to volume and time constraints, exhibitor owned vehicles must be capable of being loaded/unloaded within fifteen minutes.

**10. FLOOR PROTECTION REQUIREMENTS:** Skids must be placed on all heavy pieces of equipment. Skids should consist of pieces of wood to which machinery or the pieces of equipment would be fastened. All bolts or other fastenings must be countersunk so as not to project beyond the surface of such skids. Sharp edges or nails that would cut into the floor must be eliminated.

**11. FASTENING DEVICES:** The use of nails, tacks, tape, screws or similar articles, which could damage the floors or walls, is prohibited.

**12. OIL AND WATER DAMAGE PREVENTION:** All exhibits that may result in oil and/or water damage to the Westin Kierland Resort carpeting and/or flooring shall have a drop sheet to prevent such damage from occurring.

**13. DEFACEMENT OF PROPERTY: (A.)** Exhibitor shall not injure, mar, nor in any manner deface said premises or any equipment contained therein, and shall not cause or permit anything to be done whereby the said premises or equipment shall be in any manner injured, marred or defaced, and Exhibitor will not drive or permit to be driven nails, hooks, tacks or screws into any part of said building or equipment contained therein, and will not make nor allow to be made any alterations of any kind to said building or equipment therein. Exhibitor shall be responsible for the cost of repairing such damage, which cost shall be deducted from the settlement process or shall be an item subject to lien. **(B.)** Exhibitor agrees to pay costs of repair or replacement for any and all damages related to his exhibit which may have occurred during the term of this agreement.

**14. FLAMMABLE MATERIALS:** No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, provincial or city fire regulations may be used in any booth.

**15. CONSTRUCTION AND ARRANGEMENT:** All exhibits are limited to a width as listed on the Exhibit Booth Sign-Up Sheet. Under no circumstances should Exhibit booth width extend beyond the contracted space. The Exhibitor shall have the right, subject to the provisions herein contained, to arrange its exhibit within the space allotted to it in the manner deemed by it best fitted for displaying and demonstrating the goods manufactured by it. No part of an exhibit shall extend outside of the exhibit space boundary. All materials, items, etc. must be contained within the space assigned to the Exhibitor as per the completed contract. Exhibitors are entitled to a reasonable sightline from the aisle regardless of the size of the booth. When designing booths, good judgment and consideration for neighboring exhibitors and attendees should be your primary objective. Exhibitor shall not place in its exhibit any apparatus or goods that shall in any manner be objectionable to other Exhibitors or the attendees at such exhibition or that shall in any manner be dangerous or calculated to cause injury to any person coming in contact with them or result in fire or damage to the building or exhibits. The Exhibitor shall install his or its exhibit in such a manner as not to cause damages to any of the other exhibits or booths in the building. Any such damage so caused by the Exhibitor shall be paid by him or it.

**16. SERVICE PROVIDED TO EXHIBITORS:** All services contracted by Exhibitor from Freeman or Westin Kierland Resort such as furniture, labor, freight and drayage, telephone, electrical, among others, must be ordered and paid for by Exhibitors in conformity with legal and established industry financial and credit practices.

**17. DRAWINGS:** Any company desiring to hold drawings for merchandise, etc. must advise the Executive Director of IMSA in writing 30 days prior to the opening of the Conference. The Company must indicate that all local, state, provincial and federal laws will be complied with. A list of winners of any such drawing must be submitted to the Executive Director of IMSA within 30 days of the close of the Conference. No restrictions may be placed on attendees eligible for the drawing. All attendees that have access to the exhibit hall shall be eligible to enter the drawing.

**18. TERMINATION OF EXHIBITION:** In the event that the premises in which the exhibition is to be conducted shall become, in the sole discretion of IMSA, unfit for occupancy, or in the event the holding of the Exhibition or the performance of IMSA under the Contract (of which the Rules and Regulations are a part) are substantially or materially interfered by virtually any cause or cause not reasonable within the control of IMSA, said contract and/or the Exhibition (or any part thereof) may be terminated by IMSA. IMSA shall not be responsible for delays, damage, loss, increased cost or other unfavorable conditions arising by virtue of cause or cause not reasonably within the contract of IMSA. If IMSA terminates said contract

and/or exhibition (or any part thereof), IMSA may retain such part of Exhibitor's rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred and there shall be no further liability on the part of either party. For purposes herein the phrase "cause or cause not reasonably within the control of IMSA" shall include but is not limited to: fire; casualty; flood; earthquake; explosion or accident; blocking; embargo; inclement weather; government restraints; restraints of orders of civil defense or military authority; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance, inability to secure sufficient labor, technical or other personnel failure; impairment or lack of adequate transportation; facility's inability to obtain, condemnation, requisition or commandeering of necessary supplier equipment, local, state, provincial or federal laws, ordinances, rules, order, decrees or regulations, whether legislative, executive or judicial and whether constitutional or unconstitutional; or acts of God.

**19. LIABILITY:** Neither IMSA, the Westin Kierland Resort, Freeman, their employees nor their representatives will be responsible for any injury, loss, theft or damage that may occur to the Exhibitor, his employees or his property from any cause whatsoever prior to, during or subsequent to the period covered by the exhibit contract. The Exhibitor, on signing the contract, expressly releases the aforementioned from any and all claims for loss, theft, damage or injury. The Exhibitor shall during the hours that the exhibit is open, care for his or its own exhibit and take such steps and precautions as may be necessary to prevent injury or damage to him or it. During the hours when said exhibition is not open, the Association shall take all proper and reasonable care that it deems necessary through the employing of a watchman service and other such precaution as a reasonable businessman would use under the circumstances for the protection of his own property. The furnishing of such service is in no case to be understood or interpreted as a guarantee against loss or theft of any kind. Exhibitor agrees that the provision of such service constitutes adequate discharge of all obligations of IMSA to supervise and protect Exhibitor property within the Exposition.

**20. HOURS AND DATES OF EXPOSITION:** Hours and dates for installations, showing and dismantling shall be those specified by IMSA. It is of the essence of the agreement that Exhibitor shall keep booth open until the specified closing time to help ensure the success of the show for all Exhibitors involved. At the close of the exhibition, the Exhibitor shall thereafter remove his or its exhibit and all other goods and property brought upon the premises by him or it and leave the space occupied by him or it broom clean and free from all rubbish. No such exhibit or any part thereof, may be removed during the period of such exhibition without the written consent of the Association. Exhibitors shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exposition before conclusion of dismantling periods as specified by IMSA.

**21. BOOTH REPRESENTATIVES:** All personnel who are representatives of the exhibiting company must register as an "Exhibitor". Exhibitor badges will be allocated on the basis of the following, based on the type and number of spaces contracted for by the Exhibitor's Company (four badges for the first booth & three badges for each additional booth). An Exhibitor requiring or desiring additional badges for his personnel may obtain extra Exhibitor badges at a cost of \$50.00 each. Payment must accompany requests for additional badges. Badges will be available at the registration desk. Exhibitor badges are good for admittance to the exhibit floor area and technical sessions and will be good for the length of the Conference. Security personnel will require a badge for entrance at all times. Those persons requiring "Exhibitor Badges" will be required to show identification that shows their affiliation with an exhibiting company. Security personnel will require identification of personnel beginning Saturday, July 8, 2017 at 12:00 PM and each day the exhibit is in the Westin Kierland Resort, Scottsdale, AZ.

**22. DAY PASSES:** Day passes to the Exhibit Floor will be available at the Registration Desk on Monday, July 10 and Tuesday, July 11, 2017.

**23. CANCELLATION:** The Exhibitor shall have the right to cancel this contract provided written notice is served on the Association NO LATER than February 1, 2017. In the event of such cancellation, the IMSA may use the space as it sees fit; the IMSA is under no obligation to re-rent the space or refund the Exhibitor's payment. If the IMSA attempts to re-rent some or all of the space and succeeds in doing so, the original Exhibitor will receive a refund for its payment on the re-rented space, less a \$100 processing fee. Refunds will not be issued until one month after the close of the Conference. Refunds will not be made if cancellation is made later than 4:29 PM EST, February 1, 2017, even if the space is rented to another exhibitor.