

APA NPC24 Exhibit Rules and Regulations

Contract: The applicant agrees that the American Planning Association (APA) has the sole right to determine the eligibility of any company, agency, product, or service, to be included in the exhibition, and retains that right through the end of the exhibition. No contract is formed until an application is accepted by APA and the applicant is notified. Should APA accept the application and later determine to prohibit the entire exhibit, the applicant agrees that its damages shall be limited to a refund of its application fee.

Assignment of Booth Space: Booth space will be assigned on a priority system, based on your organization's total financial commitment from the prior year including booth space, sponsorships, and APA advertising. APA will attempt to accommodate exhibitor location and other preferences, however, such accommodation cannot be guaranteed in the event of a conflict regarding space or other material conditions. APA has the right to assign space to the Exhibitor, rearrange the floor plan, or relocate any exhibit at any time before or during the exhibition.

Exhibit Setup: Installations of exhibits will commence on Friday, April 12, 2024, at 8:00 a.m. Exhibits must be fully installed by 4:00 p.m. Friday, April 12, 2024. After this hour, no installation work will be permitted without special permission from APA.

Exhibit Teardown: All exhibits must remain intact until 6:00 p.m. Monday, April 15, 2024, and may not be dismantled or removed until that time. Exhibits should be packed and ready to move by 10:00 p.m. on Monday, April 15, 2024. If this deadline is not met, APA reserves the right to remove materials from the show floor and charge the expense for doing so to the participant. APA is not liable if such removal causes damage to the materials.

Booth Payment and Occupation of Exhibit Space: No booth reservation is firm without full payment. Full payment must be received on or before March 12, 2024 regardless of contract submission date. Credit card payments will incur a 3% surcharge fee. Any space not claimed and occupied prior to 4:00 p.m. on Friday, April 12, 2024, will be resold or reassigned by APA with no obligation on the part of APA to refund any part of the booth rental. Exhibitors may not assign or sublet any space and may not advertise or display goods other than those manufactured or sold by it in the regular course of its business.

Booth Construction and Arrangement: APA will provide the standard draped booth consisting of an 8' high backdrop, 3' draped side rails, and one identification sign with booth numbers. All exhibits must be confined to the spatial limits of the booth as indicated on the floor plan. Additional booth furnishings and other services (i.e., labor to install exhibits, special signs, cleaning services, electrical power, etc.) can be obtained from the official show vendors as outlined in the exhibitor service kit. No part of inline displays except equipment therein may be higher than eight (8) feet along the back wall unless specific written permission is granted by APA. No perpendicular obstruction eight (8) feet in height may extend forward more than 50 percent of the distance from the back wall, and none over 36 inches in height shall extend forward for the remaining space to the front of the booth. Exceptions are subject to APA approval, and requests must be made in writing at least 60 days prior to the start of the Exhibition. Peninsula spaces (10x20) have aisles on three sides and two corners. The back wall shall be centered on the non-aisle side and not exceed in width one-half the dimension of this side. Height may not exceed eight (8) feet. Island spaces are to be accessible from all four (4) sides, with an openness or transparency of sight lines allowing attendees to view the surrounding exhibit area through the island booth. Island booth structures cannot exceed a height of ten (10) feet. Island hanging signage may not exceed twelve (12) feet in height and is to

be contained within the assigned booth space. All island hanging signs need to be approved by the official contractor. In an island space, a setback of one (1) foot will be required for any structure longer than four (4) feet and higher than four (4) feet. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are deemed objectionable in the opinion of APA will be prohibited.

Cancellations by Exhibitor: Cancellation of exhibit space must be directed in writing to APA. Cancellations shall be effective upon receipt of notice to APA. Exhibitors who cancel will not receive a refund.

Cancellation or Changes to the Event By APA: If for any reason beyond APA's control APA determines that the Event must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that APA shall not refund the rental fees paid to it by Exhibitor and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of APA or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to APA for space in the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by APA to be an Exhibitor in the Event, agrees to indemnify, defend, and hold harmless APA, its directors, officer's employees, agents, and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside APA's control. The terms of this provision shall survive the termination or expiration of this Applications & Contract.

Exhibitor Services: Arata Expositions, Inc. can provide all usual trade show services including labor. Exhibitors shall employ only union labor, as made available by the official contractor, in the installation or dismantling of their exhibit and in its operation when required by union agreements. An exhibitor using an outside contractor for the above work must notify APA Exhibit Management no later than 30 days prior to the exhibition identifying the contractor(s), listing the supervisory personnel and supplying evidence of adequate liability insurance coverage by original copy. Upon arrival at the show, exhibit house personnel will check in with show management or their selected agents to present their credentials and receive permission to work on the floor. Arata Expositions, Inc. will provide drayage service for all exhibitors. That service will include receipt of freight, delivery of exhibitor's freight to exhibitor's booth site, storage of exhibitor's empty containers until the close of the show, and re-turn of the freight to the destination of exhibitor's choice. Forms will be included in the Exhibitor Service Kits. APA, on behalf of exhibitors, will arrange with responsible parties for various exhibitor services. Complete information regarding carpeting, drayage, furniture, electrical work, etc. will be furnished well in advance of the exhibition dates.

Safety and Fire Laws: All applicable fire and safety laws and regulations must be strictly observed by all exhibitors. Cloth decorations must be flameproof. Wiring must comply with local fire department and the conference facility's rules. Aisles and fire exits must not be blocked by exhibits. No combustible decoration, such as crepe paper, cardboard, or corrugated paper, shall be used at any time. All packing containers, wrapping material, etc., are to be removed from the exhibit floor and may not be stored under tables or behind the exhibit. Open flames, butane gas, and oxygen tanks are not permitted.

Exhibitor Service Desk: Provisions have been made to maintain an Exhibitor Service Desk throughout the exhibition's installation, operation, and dismantling period.

Material Handling: All shipments must be prepaid and consigned by the shipping instructions as specified in the Exhibitor Service Kit. Exhibits and related materials will not be accepted in advance as freight by the Minneapolis Convention Center and will be redirected to Arata Expositions, Inc. at the exhibitor's expense.

Care of Exhibit Space: Exhibitors shall care for and keep in good order all space occupied by them. Special cleaning and dusting of booth, display, and equipment and material will be the exhibitor's responsibility and shall be performed at the exhibitor's expense.

Conference Registrations: Each 10' x 10' booth receives one (1) full registration and three (3) expo-hall only registrations.

Exhibit Standards: APA shall have the right to prohibit and remove any exhibit or part of an exhibit which in APA's sole judgment is not suitable to or in keeping with the character or purpose of the exhibition. APA Exhibit Management will notify the exhibitor and detail what modifications, if any, will avert the prohibition or removal. If an exhibitor is asked to remove an exhibit, or part thereof, and fails to do so promptly, APA will remove the exhibit or part thereof, and the exhibitor agrees to pay the reasonable costs of such removal.

Conduct of Exhibitors: Exhibitors shall conduct themselves in a professional, ethical, and otherwise appropriate manner at all times and in conformance with these regulations. APA reserves the right to deny the privileges of the floor to any and all exhibitors who do not do so. Exhibitor's representatives manner, appearance, and dress must be such as not to offend even the most critical. Exhibitors operating audio or any other noise creating devices shall do so only at a level which will not interfere with other Exhibitors or add unduly to general acoustic inconvenience, or APA may require discontinuance of their use. Should the wording on any sign or area in Exhibitor's booth be deemed by APA to be contrary in any way to the best interests of the trade show, Exhibitor shall make such changes as are requested by APA. All demonstrations of services or equipment, interviews, and other exhibit activities must be conducted so as not to infringe on the rights of other Exhibitors or offend visitors to the exhibit. APA reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the Expo as a whole. It may forbid installation or request removal or discontinuation of any exhibit or promotion which, if continued, departs substantially from the description given advance approval. In the event of such restrictions or evictions, APA is not liable for any refund of rental or other expenses. Advertising, displays, demonstrations, conferences, entertainment, convention, registration, and hospitality rooms in the interest of business are not permitted except by firms that have rented space to exhibit. Any breach of this rule may result in Exhibitor being ejected or barred from the show.

Exhibitor Service Kits: At the time of booth assignment, contracts will be executed and confirmations e- mailed to the exhibitor. Exhibitor Service Kits will be sent approximately 60 days before the show. These kits will include any amended or additional rules and regulations, official show hours, set-up and dismantle hours, all service contractor related order forms, and all auxiliary services order forms. Please review all information carefully and be aware of all required cut-off dates.

Use of Exhibit Space: The booth must be staffed by at least one company representative at all times during the conference exhibit program. All demonstrations and exhibits must be confined to the contracted space. No exhibitor shall assign, sublet, or share any part of his space without express written consent from the Director of Meetings & Conferences.

Music Licensing: Exhibitors agree to comply with existing regulations on music licensing and agree to indemnify and hold harmless APA against any claims or expenses arising from noncompliance with these regulations.

Admission: APA shall have sole control over all admissions. All persons who visit the exhibit area will be admitted according to the rules and regulations of the exhibition, as APA may amend from time to time.

Insurance Liability, and Indemnification: The exhibitor assumes the entire responsibility and liability for injury to its officers, principal, employees, agents, and contractors for any damage caused by the exhibitor to the facility housing the exhibit and for loss or damage to exhibitor's displays, equipment, and other personal property brought upon the premises of the Minneapolis Convention Center. The exhibitor also agrees to indemnify and hold harmless APA and Minneapolis Convention Center, their respective officers, directors, members, employees, and agents for any claims that may arise from the operation of the exhibit, including but not limited to, transportation and setup of personal property and display and dismantling of same. Exhibitors are advised to add to their existing insurance a portal-to-portal rider to protect them against loss or damage to materials from fire, theft, accident, etc. Exhibitors agree to maintain such insurance that will fully protect the exhibition management from any and all claims of nature whatsoever, including claims under the Worker's Compensation Laws, and for personal injury, including death, which may arise in connection with the installation, operation, or dismantling of the exhibitor's display. The exhibitor acknowledges responsibility for obtaining insurance in an amount of not less than one million dollars (\$1,000,000) for personal injury, death, or property damage in any one occurrence. Such insurance shall include coverage of the indemnification obligations of the exhibitor under these Rules and Regulations and shall cover APA and the official show decorator as additional named insurers. Exhibitor shall provide APA with a copy of such insurance policy at least 30 days prior to exhibition. Exhibitor is responsible for obtaining, for its protection and entirely at its expense, such property insurance for its exhibit and display materials as exhibitor deems appropriate.

Americans With Disabilities Act: Exhibitors shall be responsible for making its exhibit space accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold APA, its agents, and employees harmless from any consequences of exhibiting companies that fail in this regard.

Security: APA will provide 24-hour perimeter security guard service during the days of the exhibition. The furnishing of the guards shall not increase the liability of APA. Neither APA nor the convention facility will guarantee exhibitors against loss and will not be responsible for loss of any material by or for any cause. Each exhibitor must make provisions for safeguarding of their goods, materials, equipment, and display at all times, and exhibitors are urged to carry their own insurance through their own sources at their own expense. After exhibit hours, only those exhibitors properly identified and having the permission of the exhibit management may enter the exhibit area.

Amendments to Regulations: These rules and regulations are to be construed as a part of all space applications and contracts. All interpretations as well as answers to questions and matters not specifically covered by these rules and regulations will be decided by APA Exhibit Management. APA reserves the right to change or add to the rules and regulations if such an addition or change is, in APA's judgment, reasonably required for the appropriate conduct of the exhibition.

Warranties: APA makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, APA, or their respective employees, agents, or contractors.

Enforcement / Miscellaneous: This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or APA. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors, and assigns.

Limitation of Liability: IN NO EVENT SHALL THE FACILITY, THE NATIONAL PLANNING CONFERENCE, APA , THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "APA PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION & CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION & CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE APA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT APA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE APA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY, THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY APA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.

I have read and accept all of the APA National Planning Conference Exhibit Rules and Regulations