



## America's SBDC 2019 EXHIBITOR RULES AND REGULATIONS

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1. **EXPOSITION SPONSORSHIP AND MANAGEMENT.** This Trade Show is produced by and is the property of America's SBDC. America's SBDC will provide show management and attendance promotion.
2. **TURNKEY BOOTHS.** We are pleased to offer exhibitors turn-key booth space on the show floor. What this means for you is NO shipping fees, and NO drayage fees paid to a show decorator. You walk into your booth with your laptop and collateral, and you are ready for business. America's SBDC has built out your booth for you with your graphic panel, wireless Internet, electricity, a 30" round highboy, and 2 chairs.  
  
**Do not ship your own booth set-up to Long Beach, CA.** The only things you may wish to ship are your collateral materials (such as giveaways, brochures, or a monitor). If you ship materials to or from the conference hotel, please note that hotel receiving and handling charges apply. (For more information about shipping, see #15 below.)
3. **CONTRACT FOR SPACE.** The order for booths, upon acceptance by America's SBDC, assignment of space, and the full payment of rental charges by the deadlines outlined, constitutes a contract for rental of the space assigned. This contract will not be binding upon America's SBDC in the event of strikes or other circumstances beyond America's SBDC's control. SBDC shall provide refund in case of cancellation of the Exhibition.
4. **ASSIGNMENT OF SPACE.** Space assignment will be determined and assigned on a first-come, first-serve basis. Booths will be assigned after submission of the completed exhibit space contract with full payment. Allocation of available space will be made based on the applicant's choice preferences.
5. **SHARING AND SUBLETTING.** Exhibitor agrees not to assign or sublet the whole or any portion of the rented space covered by this contract.
6. **PAYMENT FOR SPACE.** Exhibit space contract should be accompanied by full payment of total booth fees made payable to ASBDC. **Payment of any booth rental fee balance is due no later than August 17, 2019.** America's SBDC reserves the right to cancel reserved exhibit space and to sell such space to another exhibitor without any rebate or allowances to the former exhibitor, after giving sufficient notice, if the full amount of the rental charge has not been received by this deadline date. Contracts submitted after **August 17, 2019 MUST** be accompanied with full payment. **Access to the trade show floor is contingent upon booth rental charges being paid in full.**
7. **CANCELLATION OR DOWNSIZING.** Upon providing written notice, an Exhibitor may cancel or downsize from the Exhibit subject to the following conditions and restrictions:
  - A. Written cancellations or downsize notifications received at America's SBDC on or before August 10, 2019, are eligible for a refund of the full amount of payment received, less a \$500 handling fee. If cancellation or downsizing occurs and written notice is received at America's SBDC after
  - B. August 10, 2019, a refund of 50% will be issued. In such case, the Exhibitor becomes obligated to make immediate payment of any unpaid portion of 50% of the total cost of the assigned exhibit rental charge. Failure to do so may bar the Exhibitor from future America's SBDC Exhibits until the debt is paid.

C. For contracts received at ASBDC after August 10, 2019 and cancellations or downsizing occurring after receipt of contract, 50% refunds will be issued. In such case, the Exhibitor becomes obligated to make immediate payment of any unpaid portion of 50% of the total cost of the assigned exhibit rental charge. Failure to do so may bar the Exhibitor from future America's SBDC Exhibits until the debt is paid. In the event of cancellation or downsizing, America's SBDC reserves the right to use the cancelled/downsized space, including the sale of space to another exhibitor without any additional rebate or allowances to the cancelled/downsized Exhibitor.

8. **TERMINATION OF EXHIBIT.** If the premises where the trade show is to be housed are destroyed or damaged, or the Trade Show fails to take place as scheduled or is relocated or interrupted and discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, or for any other reason, this contract may be terminated by America's SBDC. In the event of such termination, the Exhibitor waives any and all damages and claims for damages and agrees that the sole liability of America's SBDC shall be to return to each Exhibitor the Exhibitor's space payment received.
9. **OCCUPANCY OF SPACE.** All Large exhibits will be completed and in place by 1:00pm on Tuesday September 3, 2019. All 10'x10' booths will be completed and in place by 9:00 a.m. on Wednesday, September 4, 2019. The official opening of this year's trade show, to be published in the Official Service Manual, is set for Wednesday, September 4, 2019 at 11:30 a.m.
10. **CLOSING TIME.** The Official closing time for the trade show, to be published in the Exhibitor Service Manual, is 1:45 pm, Friday, September 6, 2019. Dismantling begins at 2:00 pm. Dismantling or packing exhibits prior to the official closing time is not permitted. **Dismantling or packing exhibits during show hours is strictly prohibited.**
11. **EXHIBITOR'S REPRESENTATIVE.** Each Exhibitor organization must name at least one person to be its official representative, with authorization to enter in to such service contracts necessary for the installation and removal of exhibits and the provision of services, for which the Exhibitor will be responsible.
12. **COMPLIMENTARY CONFERENCE REGISTRATION.** Two (2) complimentary Conference registrations will be allowed for each exhibit booth rented. This entitles two (2) official exhibiting company representatives to attend all educational and General Session events. **Exhibitor badges** shall be restricted to full-time employees of exhibiting organizations or other authorized representatives of exhibiting firms approved by America's SBDC who are actually "staffing" the exhibit booth during published move-in, show open and/or move out hours. All exhibit personnel shall wear proper badge identification, as provided by America's SBDC, prominently displayed for viewing by America's SBDC or the representatives of the official contractor for security, at all times. Badges are not transferable and those worn by other than the person to whom issued will be confiscated. Additional booth personnel may be registered either at the full conference rate of \$745 or at a special exhibit booth only rate of \$425 per person. Only two additional "exhibit booth only" personnel are permitted per booth.
13. **SOLICITATION.** The aisles and all other spaces in the Trade Show floor shall be under the control of America's SBDC. All displays, interviews, conferences, distribution of literature, lectures or any other type of activity shall be conducted inside the space contracted for. Standing in aisles or in front of exhibit booths of other Exhibitors for advertising purposes is strictly prohibited. It is the sole responsibility of exhibitors who sell items for delivery on the show floor to collect and remit any city and state sales taxes.

**Solicitation by non-exhibitors.**

Persons connected with non-exhibiting concerns are prohibited from any dealing, exhibiting, or soliciting within the Trade Show Floor.

14. **LIABILITY AND INSURANCE.** Each party agrees to obtain and keep in effect during the Event a commercial general liability insurance policy with a combined single limit for personal injury and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Each party will provide

certificate(s) of insurance confirming such coverage to America's SBDC thirty (30) days prior to the move-in date. Exhibitor shall save and hold America's SBDC forever harmless from and against all liabilities, damages, claims, demands and charges imposed for violation of any law, ordinance, and personal injuries (including death), property loss, or damage to others, whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, arising out of or in any manner connected with the performance of this contract regarding the exhibition premises. And further, Exhibitor shall at all times protect, indemnify, defend and save and keep America's SBDC totally harmless from any and all loss, cost, damage, liability, expense, arising out of gross negligence or willful misconduct or out of or by reason of any accident or other occurrence to anything or anyone, including the Exhibitor, its agents, employees and business invitees, during Exhibitor's occupancy and use of the exhibition premises or a part thereof.

America's SBDC will exercise reasonable care for the protection of Exhibitor's materials and displays. However, the Exhibitor, on signing the trade show contract, expressly releases America's SBDC from, and agrees to indemnify same against any and all claims for such loss, damage or injury caused due to Exhibitor's gross negligence. Exhibitors desiring to carry insurance on their exhibits will place it at their own expense. America's SBDC shall provide security service at the trade show entrance and floor during set-up and dismantle hours and during all non-show hours for the duration of the Trade Show. Independent contractors appointed by the Exhibitor shall provide proof of insurance, which shall name America's SBDC as additional insured, prior to show set-up. **Exhibitor shall notify America's SBDC in writing not less than thirty (30) days prior to the move-in date if Exhibitor plans to utilize any independent contractor.** Exhibitor agrees that independent contractors appointed by an Exhibitor shall agree in writing to abide by all conditions of these Rules and Regulations as well as any additional rules, regulations and/or guidelines of the Long Beach Convention and Entertainment Center in Long Beach, CA. Exhibitor shall provide proof of such agreement to America's SBDC prior to contractor set-up on the trade show floor.

- 15. SHIPPING.** Do not ship your own booth set-up to Long Beach, CA. The only things you may ship to the show are your collateral materials (such as give-aways, brochures, or a monitor). If you ship materials to or from a conference hotel, please note that hotel receiving and handling charges apply. For more information about shipping to or from a conference hotel, contact the hotel where you are registered.
- 16. EXHIBIT LABOR.** In the Trade Show Area, employees of the tradeshow decorator will install and dismantle your turn-key booth for you. If you have any questions with the install or dismantling of your booth, please contact the tradeshow decorator. An exhibitor may remove material from their privately-owned passenger vehicle. Exhibitors may hand carry, in or out, their own equipment so long as they use designated entrance and said equipment is delivered to the booth solely by the exhibitor with a minimum number of trips. Exhibitor shall abide by any and all agreements made by and between and among America's SBDC, the Long Beach Convention and Entertainment Center and any union and/or other labor group(s) having jurisdiction at the Trade Show.
- 17. FIREPROOFING.** In addition to those requirements cited specifically in this Paragraph, Long Beach, CA fire regulations must be followed by Exhibitor without exception. All fluids which are flammable, open flames, butane gas, oxygen tanks, etc., are not permitted. All packing containers, excelsior wrapping paper, which must be flameproof, are to be removed from the floor and must not be stored under tables, behind displays. Aisle areas and display area exits must be free of obstructions. No obstruction shall be placed in any aisles, passageways, lobby or exits leading to any fire extinguishing appliances or emergency exits. Direct passageways leading to fire alarm, telephone communications or emergency exits must be maintained free of any obstruction.
- 18. SPACE AND POSTING RESTRICTIONS.** Exhibits must be confined to the exact space allocated. Circulars, publications, advertising matter, and all kinds of promotional giveaways may be distributed within booth space only. Nothing shall be posted on, or tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture, trade show floor, Hall or America's SBDC contracted hotel(s). Signs, rails, etc., will not be permitted to intrude into or over aisles. No signs/banners may be hung or suspended from the ceiling.

**19. CHARACTER OF EXHIBITS.** America's SBDC reserves the right to judge the appropriateness of any exhibit and to decline to permit an Exhibitor to conduct or maintain an exhibit if, in the judgment of America's SBDC, said Exhibitor or exhibit or proposed exhibit shall, in any respect, be deemed unsuitable. This reservation relates to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any and all other things, without limitation, which might negatively affect the character of the Trade Show (See number 26, below). In the event that America's SBDC shall determine that the conduct of any Exhibitor or its employees, agents or servants is not in keeping with the character of the Trade Show, America's SBDC may, after providing reasonable notice, terminate the contract for space entered into with said Exhibitor and, with or without process of law, remove Exhibitor, its employees, agents, servants, and all of the property of the Exhibitor from the space contracted for and from the Trade Show. No Exhibitor shall have any right or claim against America's SBDC or its Management on account of any action so taken. The determination of America's SBDC as to the suitability of any Exhibitor, exhibit or proposed exhibit as to whether any exhibit or the conduct of any person is in keeping with the character of the Trade Show shall, in each instance, be final. Side show tactics, scantily clad individuals or other undignified promotional methods will not be permitted. The use of live models, performers and similar persons within the exhibit areas for product/service demonstrations, explanations, etc., must be approved in advance by America's SBDC. Exhibitors are asked to observe the "good neighbor" policy at all times. Exhibits should be conducted in a manner not to be objectionable or offensive to neighboring booths.

**20. TYPES OF EXHIBITS.** America's SBDC retains sole discretion and authority in the placement, arrangement and appearance of all displays. All exhibits must conform to these regulations. Exhibits not in compliance must be brought into compliance prior to the end of exhibit set up. America's SBDC reserves the right to set, at Exhibitor's expense, any booth(s) not in compliance after providing a reasonable notice to the Exhibitor.

**SPECIAL NOTE:** America's SBDC reserves the right to correct any display violations by having Exhibitor alter, remove or rearrange any or all of the display so that it will comply with regulations. If the Exhibitor is not available to make such corrections, America's SBDC has the authority to make any and all necessary corrections at the Exhibitor's expense.

**21. PROJECTION OF PICTURES.** Booth space must be able to contain within its outside measurements a reasonably sized audience if projected pictures (motion pictures, video, slides, transparencies, opaque materials, etc.) and demonstrations are shown in the booth. Any activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by America's SBDC.

**22. SOUND LEVELS.** Exhibitors operating sound reproducing equipment will be expected to keep the sound at reasonable volume, that of a normal speaking voice, in order to avoid disturbing other exhibitors. **Public address systems, radio broadcasts, and other devices used only to attract attention by sound are prohibited.** America's SBDC reserves the right to regulate and/or restrict sound and electricity of any Exhibitor who violates this rule.

**23. MISCELLANEOUS REGULATIONS.** The Exhibitor shall not foster or conduct outside activities which would take qualified attendees from Conference official functions and/or the Trade Show during scheduled hours. Use of meeting facilities or America's SBDC contracted hotels by exhibitors or organizations for sales or business meetings, or meal functions during the America's SBDC conference and exposition dates must be approved in advance by America's SBDC. Hospitality suites shall not be open during Trade Show hours or daytime Conference hours. No animals or pets are permitted inside the Trade Show Area as part of any exhibit, activity or performance unless approved by America's SBDC in advance. Static helium balloon displays are permitted only with the prior approval of the Convention Center, and a balloon waiver will need to be completed. Helium balloons may not be used as giveaways. Helium tank storage inside the Trade Show Area is prohibited. Painting of signs, exhibits or other objects is not permitted in the Trade Show Area. Food products or beverages are not to be distributed in any Exhibitor's booth unless detailed plans and arrangements for such distribution have received prior written approval of Americas SBDC and the Long Beach Convention and Entertainment Center. Serving or distribution of alcoholic beverages by exhibitors or their representatives within any part of the exhibit hall is forbidden. Children under the age of

18 are not permitted on the Trade Show Floor during set-up or dismantle hours. During official show hours, children under 18 are permitted only when accompanied by and under the supervision of an adult. Parking on the loading dock or inside the exhibit hall is prohibited; violators' vehicles will be towed at owners' expense. Vehicles that remain in the exhibition hall as part of a display must have the battery cables disconnected. The gas tank must either be taped shut or have a lockable gas cap and must have the smallest amount of fuel (not more than 1/8<sup>th</sup> tank; enough to drive into the building and drive out safely). Vehicles may not be displayed without the prior written approval of the Long Beach, CA. Fire Department and the Long Beach Convention and Entertainment Center.

- 24. MUSIC LICENSING.** Exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to exhibitors, including but not limited to, any music performance agreement between ASBDC and ASCAP or BMI for meetings, conventions, trade shows and expositions. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and be prepared to present ASBDC with a copy of such license or grant no less than 30 days prior to the start of the Conference.
- 25. TREATMENT OF ATTENDEES.** Exhibitor agrees to abide by America's SBDC (ASBDC) Regulation #19 (see above) which, in conformity with applicable law, offers equal opportunity to all regardless of race, color, creed, religion, national origin, gender, marital status, physical or mental handicap, political affiliation, age, veteran status, sexual orientation, and other characteristics protected by law. ASBDC reserves the right to remove any exhibit whose personnel discriminate against show attendees in any manner.
- 26. GENERAL.** America's SBDC (ASBDC) reserves the right to determine the eligibility of any Exhibitor. ASBDC reserves sole control over admission policies. These Rules and Regulations are established for the mutual protection of ASBDC and the Exhibitor. ASBDC reserves the right to make such changes in the time schedule or in the general plan of the Trade Show as may be deemed by ASBDC to be in the best interests of exhibitors and the Trade Show generally. All matters and questions not covered by these Rules and Regulations are subject to the decision of ASBDC. All terms of the Contract will be enforced by ASBDC.
- 27. RESPONSIBILITY.** It is the responsibility of the exhibiting firm to be fully familiar with these Rules and Regulations and to see that each member of the firm attending the Conference and Trade Show, whether as exhibit personnel or registrant, as well as the Exhibitor appointed Independent Contractor are familiar with the Rules and Regulations.
- 28. STANDARD ARBITRATION CLAUSE.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Arbitration will be held in the State of Virginia. This contract shall be deemed entered into in the State of Virginia, and shall be interpreted according to the laws of the State of Virginia.

**By signing below you agree you have read and understand the rules and regulations that govern the America's SBDC 2019 Exhibit Hall**

**America's SBDC**

**Exhibitor**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_