

PowerfulConnections

APCO International 77th Annual Conference & Expo | August 7-10, 2011 | Philadelphia, Pennsylvania

These rules and regulations are incorporated into and an essential part of the contract between an exhibiting firm ("Exhibitor") and the Association of Public-Safety Communication Officials, Inc., ("APCO") for exhibit space at the APCO International 77th Annual Conference and Exposition

The Staff of APCO, ("Show Management"), has the right to interpret and enforce these rules as well as amend the rules and regulations or make additions hereto. All such amendments and additions shall be made known promptly to each Exhibitor. Show rules are promulgated separately and are tailored to the individual exhibit hall.

All matters not covered by these regulations are subject to the decision of Show Management. All decisions so made shall be binding on all parties. Exhibitor, and/or their representatives, failing to comply with the Official 2011 Exhibitor Rules and Regulations may incur penalties including, but not limited to, removal from the show floor or loss of priority points gained for participating in the current year's event.

Booth Selection

Exhibitor agrees to lease from APCO exhibit space(s) as indicated on the contract. It is understood that Show Management will make every effort to assign the exhibit space(s) as requested, but Exhibitor grants Show Management the right to make final assignment of exhibit space and to alter locations at its own discretion to further the best interest of the exposition. Although APCO will attempt to accommodate exhibitor requests for specific booths, no guarantees can be made that the Exhibitor will be assigned the specific booth(s) requested. Exhibitor acknowledges that they are not contracting for a specific booth(s), but rather for the right to participate as an exhibitor in the event. Exhibitor understands that exhibit space(s) will not be held nor guaranteed until receipt of a signed contract and the required payment.

Exhibitors must rent sufficient space to contain their exhibit completely within the confines of booth lines. Equipment may not extend into the aisles, over the aisles or across the exhibitors purchased booth line.

Payment for 2011 Exhibit Space

Exhibitor agrees to pay all exhibit space rental fees according to the payment schedule as indicated in the 2011 Exhibit Space Rental Contract. APCO is not responsible for bank fees. If the exhibit space rental fee is not paid according to the schedule, APCO reserves the right to cancel Exhibitor's contract and reassign exhibit space(s) without further notice and without obligation to refund monies previously paid.

APCO will cancel an Exhibitor's exhibit space(s) for the following reasons:

- Payments are not made in accordance with set payment schedule.
- Exhibitor fails to occupy the assigned space five (5) hours in advance of the exhibit hall opening.
- Exhibitor fails to comply with the contract or the Rules and Regulations (as they may be amended from time to time).

No Exhibitor will be permitted to retain a booth space or move-in a display of products without prior full payment. Exhibitor agrees that upon acceptance of this contract by APCO with or without appropriate or timely payment of any and all fees, this contract shall become binding and enforceable in accordance with its terms.

Cancellation/Reduction/Withdrawal & Default of Exhibit Space

Cancellation of contract or reduction of exhibit space must be in writing. All payments for exhibit space(s) are non-refundable and non-transferable.

IAEE Rules in Effect

Show Management subscribes to and incorporates the Guidelines for Display Rules and Regulations developed by the International Association for Exposition Management as part of the overall rules and regulations. These specifically cover, among other things, maximum heights, line of sight re-

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strictions and construction designs. A copy of the IAEE rules and regulations are included in the APCO Exhibit Kit that is mailed and/or provided online to each Exhibitor.

Variation to IAEE Rules

- Maximum height of hanging signs shall be 16 feet from the floor to bottom of sign.
- Maximum height of island booth is 16 feet; however a signage for booth/exhibit tower may be used in lieu of a hanging sign. Sign tower cannot exceed 20 feet.
- Carpet of entire booth area is required. This includes under trucks and other equipment.
- Product height should not exceed 20 feet. "Product" is defined as anything the exhibiting company sells or services. You must get permission from Show Management if your product exceeds this limit. If approved, it may be required that you be moved to a perimeter booth if deemed necessary.
- If displaying a tall product, no signs, logos, lights (unless an integral part of the product) or other attention-getters can be mounted anywhere on the product unless it is under 8 feet on inline booth or 16 feet on island booths.
- Exhibitors at the ends of an inline section must cover the end of the back panel in such a way so that the backside of rear display panel is not visible to passing attendees. No storage boxes or crates should be visible.
- Island booths must have at least a six (6) foot opening every 30 feet; this opening must have a height from floor of at least 8 feet.
- All go-bo lighting must be approved by management. Under no circumstance should any portion of the go-bo design extend beyond the perimeter of the booth (i.e. aisles, surrounding walls, etc.). Care must be taken to ensure residual glare from the projector doesn't disturb surrounding exhibitors.
- Popcorn may not be distributed on the show floor.

Rules Variations

Staff Management must receive all requests for variations in the rules and regulations in writing at least 60 days prior to the first move-in date. Sketches and/or engineering drawings illustrating the variation should accompany such requests when appropriate. No variation of any kind will be permitted without the prior written approval of the Show Management. Response will be in writing from Show Management. **Verbal response or lack of response does not constitute approval.** Any and all disputes of these rules must be taken up with the Show Management.

Employee Badges

Exhibit space must be staffed by representatives of Exhibitor wearing official badges, during all times the exposition is officially open. Each Exhibitor is responsible for registering their own booth staff personnel. In the event of a last minute personnel change, the Exhibitor representative will be required to show a picture ID and/or a business card at time of on-site registration. Badges will not be printed without proper credentials. Anyone not able to supply proper identification will pay full price for access to the exhibit floor.

Exhibitor Appointed Contractors (I & D)

Exhibitor shall provide to Show Management 30 days in advance, the name and title of the person in attendance at the exposition and responsible for the installation, operation, and removal of the exhibit. Said representative shall be authorized to enter into such service contracts as may be necessary for which the Exhibitor shall be responsible. The Exhibitor Appointed Contractor ("EAC") will operate within their assigned Exhibitor's booth only and not solicit business from other exhibitors.

Temporary badges will be distributed to the Exhibitor Appointed Contractors at designated security checkpoints – usually at the main door and/or loading dock. Valid ID and sign-in process is required. Temporary badges are only valid during set-up and tear-down hours.

Children Under 16 Years of Age

Children under 16 years of age are not permitted on the exhibit floor during installation and dismantle periods. They are also not permitted to attend the exposition unless they have correct conference credentials and are accompanied by an adult.

Exposition Hours

To assure maximum-security protection for open exhibits and merchandise, after-hours work and/or entertainment will not be permitted in the exhibit spaces unless permission is granted by Show Management. Any company wishing to admit personnel or other guests to its exhibit space before or after exhibiting hours must submit such requests in writing to Show Management no later than 30 days before the start of conference. The exhibiting company making the request may be liable for any security costs incurred by APCO in connection with any after-hours request. Except when special permission is granted by APCO, everyone must be out of the exhibit hall within one-half hour of the official closing time of the exhibits.

Set-up and Exhibit Inspection

All displays must be erected and completely set up for viewing at the designated time on the last day of exhibit installation, at which time Show Management will conduct an inspection. Set-up and inspection times are posted in the exhibitor kit. A representative for each Exhibitor is recommended to be in their exhibit space until the inspection of their exhibit space is completed. This will permit the Show Management to alert Exhibitor immediately if any violation exists. If no representative is available, a violation notification tag will be left in the exhibit space describing the violation. If Exhibitor does not correct violations within the prescribed time limit, Show Management will make the necessary corrections at the expense of Exhibitor. Failure to correct the violation may result in penalties including, but not limited to, loss of priority points and removal of display from the show floor.

Damages to Premises

Exhibitor or its agents shall neither materially deface, injure, mar, nor in any material manner damage the premises and shall neither cause nor permit anything to be done whereby the premises shall be in any manner injured, marred, defaced or damaged. Exhibitor and their agents are responsible for leaving the premises in the same condition it was found.

Exhibitors or their agents shall neither drive or permit to be driven by any party acting by or through it, nails, staples, hooks, tacks, screws, or the like into any part of the premises; or to erect or cause to be erected any decorations or adhesives, including tape, that would deface the walls, ceilings, floors, facilities and equipment contained in the premises. Exhibitors or their agents shall not make or allow to be made any alterations of any kind to the premises or equipment therein. It is specifically agreed that the walls, floors, ceilings, or other areas of the building or its furnishings or fixtures are not to be painted or have permanent covering applied by exhibitor or its agents. Materials may be attached in or to the premises by means of cords, ropes or ribbons or in any other manner which will not mar, deface or damage the premises or its furnishings and fixtures, provided prior written consent of Show Management is obtained. Permission obtained by Exhibitor pursuant to this agreement does not relieve the Exhibitor of the duties imposed in this section.

In accordance with the requirement of this section, Exhibitor shall pay APCO for the costs of repairs of all damages to the premises (except those caused by the Las Vegas Convention Center, its agents, servants, contractors, and employees) caused by Exhibitor's use of the premises, normal wear and tear excepted.

Delivery & Removal of Goods

Goods received after the opening of the exposition must be delivered to the exhibit space at a prearranged time other than official exhibit hours. Goods and materials used in any display (except bona fide samples) may not be removed from the exhibit hall or any area before the exposition has been officially closed without the prior approval of, and an official pass issued by the Show Management.

Storage of Packing Crates and Boxes

Exhibitors will not be permitted to store packing crates and boxes in open areas of their exhibit spaces or behind their booths during the exhibit period. Any crates found during the inspection period will be "forced" if there are no booth representatives present. These crates, when properly marked, will be stored and returned to the exhibit space at the closing of the show by service contractors. It is the Exhibitor's responsibility to mark and identify crates. Crates not properly marked or identified may be destroyed. APCO does not assume responsibility for the contents of crates or boxes improperly marked.

Removal of Exhibits

Teardown of exhibit prior to the official closing of the exhibit hours is not allowed. This action will result in penalties including but not limited to banishment from future APCO events. Dismantle times are posted in the exhibitor kit and must be abided by. The deadline for removal of all materials from the exhibit hall will be enforced. It is the sole responsibility of Exhibitor to have materials packed, identified and cleared for shipment at such time. Show Management reserves the right, with no liability whatsoever for damage, spoilage or loss, to dismantle, dispose of, store and clear the premises of any display material, goods, property or merchandise of an exhibitor who has failed to comply with the above requirements or may order such work to be done at the sole expense of the exhibitor.

Clean Up Fees

Should APCO be charged a clean up fee by the facility as a result of Exhibitor's activities, a cleaning fee will be charged to Exhibitor. Because facility charges vary, Show Management will establish the clean up fee charged to the Exhibitor.

Exhibiting with Partners

NO EXHIBITOR SHALL ASSIGN, SUBLET, OR SHARE THE EXHIBIT SPACE ASSIGNED WITHOUT THE WRITTEN CONSENT OF SHOW MANAGEMENT. In such case where Exhibitor wishes to share the contracted space with a partner, an additional charge of one half the cost of the total booth space will be applied. The request to exhibit with partners must be submitted in writing no later than 60 days before the start of the conference. Name and contacts of partnering company must be provided. **No permission will be granted on-site.**

Non-Registered Organizations

Firms or organizations not assigned space in the exposition or other designated areas will not be permitted to engage in any activities within the exhibit area or any other areas of the exposition hall or in hotels affiliated with the event in any way. Exceptions may only be granted by Show Management, and then only to non-commercial enterprises or companies holding contracts for support services with the association.

Restriction of Direct Sales

No firm or organization is permitted to engage in direct sales or cash-and-carry transactions within the exhibit area. Order taking, sales contracts and any other sales activity must meet the requirements of state and local laws and regulations.

Marketing Activities Outside of Exhibit Space

All demonstrations, marketing activities, and distribution of promotional material must be confined to the three-dimensional boundaries of the exhibitor's exhibit space. Displays of any kind including products, advertising, promotional signs, literature, novelties, etc. will not be permitted in other exhibit spaces or public areas such as aisles, entrance ways, lounges, registration areas, approaches, corridors, meeting rooms or any other areas of the exposition hall or hotels affiliated with the event in any way. All interviews, demonstrations, solicitations, and other activities must be conducted so as not to infringe on the rights of other exhibiting firms or to offend visitors to the exposition. Exhibiting firms shall confine all such activities within their exhibit space and not in the aisles. Aisles cannot be incorporated as part of an exhibit space.

Operation & Conduct

Show Management reserves the right to regulate and/or restrict exhibits to reasonable noise and lighting levels and to suitable methods of operation and display of materials. If for any reason an exhibit and/or its contents are

deemed objectionable to other exhibitors, attendees or Show Management, the exhibit shall be subject to removal at the Exhibitor's sole expense, and Show Management shall not be liable for refund of exhibit space rental fees or exhibit equipment rental fees, except at its sole discretion. This includes people, things, conduct, or poor professional demeanor, which, in the sole judgment of show management, is detrimental to the event. Exhibitors must display goods manufactured or dealt in by them in their regular course of business, unless otherwise approved by Show Management.

Exhibitor Off-Site Functions/Hospitality Hours

Any social function or special event planned by an exhibiting company and taking place during the Event MUST BE APPROVED BY SHOW MANAGEMENT and must not conflict with the event schedule. Show Management reserves the right to limit or terminate any demonstration, hospitality, seminar or other such function if it violates exposition or conference rules.

Photography

Photography of the exhibit hall or contents of any exhibitor booth is strictly prohibited at all times. Photography inside any exhibit space is limited only to the company that owns the exhibit space or to a photographer appointed and approved by APCO and then only with exhibit owner's express permission. Violation of this photography policy will be subject to a penalty to be decided upon by Show Management including, but not limited to, confiscation of film or camera.

Use of Association/Conference Name(s) or Logo(s)

Exhibitor shall not use the APCO name, trademarks, logos or other indicators to infer that APCO recommends or endorses any product or service. Use of the APCO name and/or logo or conference name and/or logo for promotion by an exhibiting company before, during and after an APCO Conference & Exposition is granted only with the permission of the Show Management. You may obtain a Logo Request Form by contacting the conference department.

Liability & Insurance

Neither APCO, its co-sponsoring organizations, the official contractors nor their officers, directors, employees, members, or agents, nor the exposition facility, nor the legal entities that own, lease or operate the facility, nor their members, officers, directors or employees (the "Indemnified Parties"), will be responsible or liable for injury to any person or persons or for loss or damage to any Exhibitor property or any person or persons while in transit to or from the exposition facility or while in the exposition facility, unless such damage or injury is due to the gross negligence of an Indemnified Party, who shall be solely responsible for any damage or injury to the extent that same is due to its gross negligence. All property of Exhibitor must remain in his/her custody and control in transit to, from and within the confines of the exhibit hall, subject to the rules and regulations of the exposition.

Exhibitor shall indemnify and hold harmless the Indemnified Parties against any and all liability whatsoever arising from any or all damages to property or personal injury caused by Exhibitor or his/her agents, representatives, employees, or any other person. Subject to the first paragraph of this section, Exhibitor assumes complete responsibility and liability for all loss, damage, or destruction of the property of Exhibitor, its agents and all property of the exposition facility used by the Exhibitor or brought into the exposition facility on its behalf. Exhibitor also assumes full responsibility for all injury to any and all persons or property that is in any way connected with Exhibitor's property, including equipment, or caused by Exhibitor, his/her agents, representatives, or employees. None of Exhibitor's obligations hereunder are limited in any way by the coverage limits of Exhibitor's insurance or the insurance requirements contained herein.

Exhibitor Insurance Requirements

Exhibitors are required to carry appropriate liability insurance against personal injury and damage to property of others. A copy of the Exhibitor certificate of insurance confirming a minimum coverage of \$1,000,000 each occurrence with a \$1,000,000 aggregate and naming APCO as an additional insured on the insurance certificate is required. Should Exhibitor not carry liability insurance, APCO reserves the right to purchase coverage on Exhibitor's behalf and at Exhibitor's expense.

EAC Insurance

The EAC will furnish APCO a certificate of insurance confirming a minimum coverage of \$1,000,000 each occurrence with a \$1,000,000 aggregate liability insurance. Exhibitor shall require that its EAC conform to this Agreement.

ALCOHOLIC BEVERAGES

An exhibitor must request permission from APCO to serve alcoholic beverages in their booth however the following rules must be observed.

1. Permission from APCO must be requested in writing and written approval from APCO must be received.
2. Alcoholic beverage service must be ordered through the convention center catering contractor and beverages dispensed only by catering contractor employees and bartenders.
3. Service must comply with all state and building regulations including requesting proper ID and refusal of service to any person who, in the bartender's judgment, appears intoxicated.
4. Exhibitor must make provision to keep aisles clear around their booth and police the area of any trash related to serving alcoholic beverages and snacks if included as part of service.
5. Notwithstanding any other provision of the contract with catering contractor to serve alcoholic beverages, the exhibitor shall defend, indemnify and hold harmless association, its directors, officers, employees, agents and members, and each of them, from and against any and all losses, damages, claims, expenses and liabilities of any kind, including costs of defense thereof, caused from the exhibitor's service of alcoholic beverages.

Compliance of Exhibiting Firm

Each exhibiting firm agrees to comply with all relevant federal, state and local laws and ordinances and any rules and regulations of the exposition facility.

Show Cancellation/Change of Venue

Show Management will not be liable for the fulfillment of this contract as to the delivery of space if non-delivery is due to any of the following causes: by reason of the building being destroyed or substantially damaged by fire, act of nature, public enemy, strikes, authority of law or any other cause beyond the control of Show Management. In the event that APCO is not able to hold the event for any of these reasons, Show Management will refund to Exhibitor the amount paid for its space less a prorated share of all the expenses incurred for the exposition up to the time of cancellation.

If for any reason, it becomes necessary to change the location of the exhibits, APCO reserves the right to reassign all exhibit space, as Show Management deems best.

Exclusion

Show Management reserves the right to exclude from the exposition any exhibiting firm and its representatives or employees for any reason and in its sole discretion. In the event it becomes necessary to restrict any installation or activity or to evict any offending exhibiting firm, APCO will not provide any refund of exhibit space rental or any other expenses incurred by the Exhibitor or any of its related entities or contractors. Refusal to make requested changes or to pay the cost of changes requested by Show Management can result in loss of eligibility to participate in future APCO events, as Show Management deems appropriate.

Waiver

This contract is irrevocable, and the rights of APCO under this agreement shall not be deemed waived except as specifically stated in writing by an authorized representative of APCO. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights. In addition, a waiver of rights in writing on one occasion shall not be construed as consent to or a waiver of any right or remedy on future occasions.

Severability

If any term, clause or provision hereof is held as invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the agreement.

Entire Agreement

The contract and these Rules and Regulations represent the entire agreement between APCO and Exhibitor with respect to the subject matter hereof, and supersedes and is in full substitution for any and all prior agreements or understandings, whether oral or written, relating to same.

Jurisdiction; Governing Law; Venue

The parties agree that this Agreement is being entered into in the State of Florida and shall be governed and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. The parties hereby agree that in any action or proceeding arising out of the parties' relationship, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Volusia or the federal court with subject matter jurisdiction and encompassing the County of Volusia, Florida. Each party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. Process in any action or proceeding referred to in this subsection may be served on any party anywhere in the world and may be served by delivery of service of process by certified mail return receipt requested and the party receiving such service hereby waives any and all objections to delivery of service of process in this manner, and shall indemnify the other party for any damages arising from any claims to the contrary.

Attorneys' Fees

The prevailing party in any action to enforce any provision of, or based on any right arising out of, this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs, whether or not a lawsuit is filed, whether or not on appeal, and whether or not an action is brought in bankruptcy court.

Headings

The headings contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement.

Taxes

Exhibitor shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement. Without limiting the foregoing, Exhibitor agrees to promptly pay to APCO an amount equal to any such items actually paid, or required to be collected or paid by APCO.

SIGNATURE BLOCK

Exhibitor

I hereby agree to the terms and conditions of the Contract and the Official 2011 Exhibitor Rules and Regulations in their entirety.

EXHIBITING COMPANY

SIGNATURE

DATE

Please sign and return this page via fax to **(770) 874-1968**