

2012 UPCEA Annual Conference

March 28-30, 2012, Portland, Oregon

Exhibitor Rules and Regulations

The following exhibitor rules and regulations supplement the Application to Contract for Exhibit Space at the 2012 UPCEA Annual Conference at the Hilton Portland & Executive Tower Hotel, 921 Sixth Avenue, Portland, Oregon. By signing the Application to Contract for Exhibit Space, the exhibitor agrees to be bound by and adhere to the following terms, rules and regulations and all amendments thereto and decisions of UPCEA and its official show contractor.

1. Dates and Exhibit Hours:

Exhibit Hours

Wednesday, March 28	5:00pm -- 7:30 pm
Thursday, March 29	10:00am -- 4:30pm
Friday, March 30	9:15am -- 12:00pm

Please note, the exhibit hours listed above have been scheduled to include dedicated exhibit hours for specific events in the Exhibit Hall and Activities Center (see below), and to allow time and space for client appointments, attendees' convenience, and flexibility for all.

Dedicated Exhibit Hours for Specific Events:

Wednesday, March 28	Networking Reception	5pm-7:30pm
Thursday, March 29	Refreshment Break C. Safina book signing	10am-10:30am
Thursday, March 29	Lunch	12pm-1:30pm
Thursday, March 29	Refreshment Break M. Walshok book signing	2:20pm-2:50pm
Friday, March 30	Refreshment Break M. Horn book signing	10:30am-11am
Prize Drawings	Times TBD	

UPCEA reserves the right to make changes to the exhibit hours; however, such changes will be made known as far in advance of the Conference as possible. Exhibitors are required to staff their booth during show hours.

2. Installation and Dismantling of Exhibit Booths:

Installation is scheduled from 10:00 a.m. to 4:00 p.m. on Wednesday, March 28, 2012. Exhibitors who do not meet this deadline will not be allowed to continue setting up until 2 hours prior to the next day's exhibit hours. UPCEA reserves the right to assign labor to set up any display that is on the premises but not fully set up by 4:00 p.m. on March 28th; the exhibitor shall be responsible for any and all labor and other charges incurred by UPCEA in completing the set-up. UPCEA and its official show contractor shall not be responsible for any injuries or damages to persons or property incurred in the exhibit set-up. No setting up or moving of materials is permitted during exhibit hours. Dismantling may begin only after 12:00 p.m. on Friday, March 30, 2012 and must be completed no later than 3:00 p.m. UPCEA reserves the right to assign labor to remove any display that is not dismantled and removed by 3:00 p.m. on March 30th; the exhibitor shall be responsible for any and all labor and other charges incurred by UPCEA in the dismantling, removal and storage of such materials. No exhibit shall be packed, removed or dismantled prior to the closing of the Conference Exhibition.

3. Facility Maintenance:

Exhibitor and its agents shall not injure, deface or damage any part of the exhibit building, booths, booth contents, show equipment or décor. When such damage appears, the exhibitor and/or its agent shall be liable to the owner of the property for any such damage. UPCEA and the official show contractor shall have the right at any time to enter the leased area occupied by the exhibitor or otherwise inspect exhibitor's materials.

4. Storage:

Packing crates and/or boxes are not permitted in booths during the exhibit period(s). It is the exhibitor's responsibility to mark and identify their boxes and crates. UPCEA, the Hilton Portland, and the official show contractor assume no responsibility or liability for the condition of contents of crates and boxes. Due to local Fire Code Regulations it may be necessary to store empty crates or boxes outside the building. UPCEA, the Hilton Portland, and the official show contractor assume no responsibility or liability for theft or damage to them.

5. Official Contractor:

The following services will be provided by the official show contractor, **Paramount Convention Services, Inc, 5015 Flyer Avenue, St. Louis, Missouri**: freight handling in and out; standard rental furnishings; cleaning services; equipment for installation and dismantling of exhibit; and other ancillary services. An Exhibitor Service Kit (including pricing list) will be sent to all exhibitors beginning February 1, 2012.

6. Assignment of Booth Space/Payment Terms:

Reasonable efforts will be made to honor specific booth requests; however, UPCEA does not guarantee specific booth space or location requests. UPCEA reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary. Payment should be made to UPCEA pursuant to the terms of the Exhibit Contract and mailed to the appropriate address

specified on the Exhibit Contract form, depending on payment type (check vs. credit card). UPCEA reserves the right to not accept an exhibit application that might be objectionable, unethical, in breach of the law, or contrary to the best interests of the Conference, and to prohibit and/or remove any exhibits which might detract from the general character of the Conference.

7. Cancellation of Booth Space:

All requests for cancellation of booth space must be made in writing. If an exhibitor cancels, the following deadlines shall apply:

a. full refund will be granted where notice of cancellation is received by UPCEA before **January 27, 2012**; b. 50% refund will be granted where notice of cancellation is received by UPCEA on or before **February 27, 2012**; and, c. 0% refund for cancellation requests received after **February 27, 2012**. Once booth space is canceled, UPCEA reserves the right to resell the space.

8. Display Guidelines:

Exhibit space includes an 8' X 10' draped background, 3' high draped side rails, and a 7" X 44" booth identification sign. Note: The Exhibit Hall and Activities Center is carpeted. Booth furnishings must be ordered separately through Paramount Convention Services, the official show contractor. No walls, partitions, paintings, decorations or any other type of obstruction may be erected that interfere in any way with the view of any other exhibitor or which detract from the general character of the Conference. **Due to ceiling height, booth displays may not exceed 7 feet, 6 inches in height. Tabletop pop-ups must not exceed 7 feet, 6 inches, including the 30 inches of height from the table.** All storage boxes and/or crates must be stored from sight during show hours and the exhibitor agrees to maintain daily cleanliness of the booth. No audio-visual device or sound system shall be operated in a manner that disturbs or interferes with other exhibitors. Use of an audio-visual device or sound system will be subject to prior approval by UPCEA and/or the official show contractor. Exhibitors shall not assign or sublet any allocated space without prior written consent of UPCEA.

9. Security:

Security guards will be furnished during the Conference Exhibition. However, the furnishing of such guards shall not be deemed to impose upon or increase the liability of UPCEA. Security is to prevent unauthorized entry into the exhibit hall. Badges must be worn at all times. UPCEA and the official show contractor reserve the right to inspect any containers removed from the exhibit area. The exhibitor retains sole legal and financial responsibility for its own exhibit personnel or volunteers, exhibit materials, and the conduct of its activities within the Conference Exhibition. UPCEA and the official show contractor strongly recommend that each exhibitor not leave portable, valuable merchandise exposed in the Exhibit Hall and Activities Center, especially during set-up and dismantling.

10. Playing or Reproduction of Music:

Exhibitor shall not provide or permit playing or reproduction of music in any form or at any time unless:

- a. If music is copyrighted, exhibitor shall have paid in advance to UPCEA such fee as UPCEA may reasonably determine to cover copyright music licensing fees imposed by BMI or ASCAP. Failure to pay the fee will constitute a waiver of all rights to exhibit in future Conference Exhibitions sponsored by UPCEA.
- b. Whether the music is believed to be copyrighted or not, exhibitor shall obtain from UPCEA a written consent to provide such music by exhibitor.

Exhibitor specifically agrees that in the absence of full compliance with the above, no music whatsoever, in any form, will be provided or permitted, and in the event of any copyright infringement question arising with respect to use by the exhibitor of music, all hold harmless and indemnification provisions herein will be applicable. UPCEA shall have the authority to make any reasonable settlement, without consent or approval of the exhibitor, to resolve any dispute which may arise between UPCEA and anyone claiming to enforce a copyright, which settlement shall be binding upon the exhibitor insofar as holding UPCEA harmless and indemnifying UPCEA is concerned. Exhibitor agrees that UPCEA may, at exhibitor's expense, take any legal action, including summary action, appropriate to ensure compliance by the exhibitor with these provisions, including obtaining an injunction against the exhibitor.

11. Booth Sales Transactions:

To ensure compliance with applicable federal, state and local laws and regulations, no booth sales transactions will be permitted in the Conference Exhibition facility during the Conference Exhibition. The exhibitor may accept an order at the booth where the sales transaction is consummated and appropriately invoiced at a later date and not at the Conference Exhibition.

12. Errors and Omissions:

UPCEA and the official show contractor assume no responsibility or liability for any services performed or materials delivered by the official show contractor or other suppliers to the Conference Exhibition, their personnel or their agents.

13. Liability/Insurance:

Notwithstanding the security provided under Section 8 above, all property of the exhibitor remains under the exhibitor's sole custody and control in transit to and from the exhibition hall, during installation and removal, and while it is within the confines of the exhibition hall. The exhibitor understands and agrees that UPCEA, the Hilton Portland, and the official show contractor, including their respective officers, directors, employees, staff, agents or volunteers, shall not be responsible for the safety of property of the exhibitor from theft, damage by fire, accident, vandalism or other causes, and the exhibitor hereby waives and releases any claims or demands it may have against any of them by reason of any damage to or loss of any property of the exhibitor. The exhibitor further understands and agrees that UPCEA, the Hilton Portland, and the official show contractor, including their respective officers, directors, employees, agents, staff and volunteers, shall not be

liable for injury of any type from any cause to persons conducting or otherwise participating in the Conference Exhibition or to invitees, guests or employees of the exhibitor. The exhibitor understands and agrees that UPCEA, the Hilton Portland, and the official show contractor, including their respective officers, directors, employees, agents or volunteers, do not carry business interruption or property damage insurance coverage for loss or damage of exhibitor's property. It is strongly recommended that the exhibitor obtain adequate insurance coverage, at its own expense, for property loss or damage and liability for personal injury or death. The exhibitor understands and agrees that UPCEA and/or the official show contractor, including their respective officers, directors, employees, agents or volunteers, shall not be liable to exhibitor in excess of consideration paid by exhibitor, exclusive of deposit, for breaches of conduct or tortious conduct by UPCEA and/or the official show contractor.

14. Hold Harmless and Indemnification:

Exhibitor agrees to indemnify, hold harmless and defend UPCEA, the Hilton Portland, and the official show contractor, and their respective officers, directors, employees, agent, staff and volunteers from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever as they arise (including, but not limited to court costs, reasonable attorneys' fees and interest) which UPCEA, the Hilton Portland, or the official show contractor may incur, suffer, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act, error or omission or breach of these terms, conditions, rules or regulations by the exhibitor, its officers, directors, employees, staff, volunteers, agents or representatives. Exhibitor assumes full responsibility and liability for the actions of its agents, employees, representatives and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless and defend UPCEA, the Hilton Portland and the official show contractor, as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of acts, errors or omissions of the exhibitor, its agents, employees, representatives, or independent contractors whether acting within or without the scope of their authority.

15. Enforcement of Regulations:

UPCEA and the official show contractor retain full power and authority to interpret and enforce all rules and regulations of the Conference Exhibition and power to make amendments and/or further rules and regulations that are considered necessary for proper conduct of the Conference Exhibition. Such decisions shall be binding upon all exhibitors. Failure to comply with these or any other regulations or amendments may be sufficient cause for UPCEA and/or the official show contractor to require immediate removal of the exhibit and/or offending exhibitor. Failure to comply may also result in forfeiture of all further rights to exhibit at future Conference exhibitions sponsored by UPCEA, together with all fees paid. UPCEA may lease any space so forfeited to another exhibitor and retain all revenue collected.

16. Cancellation or Postponement of Show:

In the event the Conference Exhibition is postponed due to any occurrence not occasioned by the conduct of UPCEA, the Hilton Portland or the official show contractor or exhibitor, whether such occurrence be an Act of God, common enemy, result of war, riot, civil commotion, act of terrorism, public health emergency, labor dispute, government act, or act or conduct of any person or persons not party or privy to this agreement, then performance of the parties under this agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation for the Conference Exhibition, the obligations of the parties under this agreement shall automatically be terminated and all rental payments made under this agreement shall be refunded to the exhibitor, less a pro rata share of expenses actually incurred by UPCEA and/or the official show contractor in connection with the Conference Exhibition. UPCEA reserves the right, with no liability to the exhibitor for refunds, additional expenses or otherwise, to change the date or place of the Conference Exhibition upon two weeks written notice to the exhibitor, effective from the date of mailing of such notice.

17. Waiver:

Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of their agreement. Any rights of UPCEA shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of UPCEA.

18. Applicable Law and Jurisdiction:

Exhibitor agrees that the laws of the District of Columbia shall control the construction and enforceability of this agreement and hereby consents to the jurisdiction of the District of Columbia and Federal District Court within the District of Columbia with respect to any right of action arising under this agreement.

19. Severability:

In the event any provision of this Agreement is held invalid or unenforceable, then neither remaining provisions of this agreement nor other applications of provisions involved shall be affected thereby.

20. Agreement subject to Terms of Facility Lease:

This agreement between the exhibitor and UPCEA is subject to the terms and conditions of the lease agreement between UPCEA and the exhibition facility, and to the terms of any and all agreements between UPCEA and any other party relating to the Conference Exhibition. The exhibitor shall not undertake any act or fail to fulfill any obligation which shall be in violation of said lease or agreements.