



## Exhibitor Terms, Conditions, Rules and Regulations

- I. **ELIGIBLE EXHIBITS:** Society of Health and Physical Educators (SHAPE America) reserves the right to determine the eligibility of any company or product to exhibit in the exposition and further reserves the right to reject any application and/or limit space assigned to any one company. The acceptance of a booth for the exhibition does not carry SHAPE America's endorsement of the equipment, supply or service. It is understood that the SHAPE America Exhibitor Terms, Conditions, Rules and Regulations (THE TERMS) for exhibitors are part of a contract between the exhibitor and SHAPE America and that submission of the application for exhibit space constitutes the exhibitor's agreement to abide by THE TERMS. In addition, exhibitors must follow the [policies](#) of The Summit Building and Seattle Convention Center.
  
- II. **LIMITATION OF LIABILITY/INDEMNIFICATION:** The exhibitor agrees to make no claim for any reason whatsoever against Society of Health and Physical Educators (SHAPE America), Hargrove LLC (Hargrove), Seattle Convention Center, the City of Seattle, King County, the State of Washington or any other governmental agencies with jurisdiction for loss, theft, damage, or destruction of goods, any injury to oneself or employees while the exposition is in progress, being set up, or being taken down.

Exhibitor expressly agrees, and hereby does, indemnify, defend and hold harmless SHAPE America, Hargrove, Seattle Convention Center, the City of Seattle, King County, the State of Washington or any other governmental agencies with jurisdiction, including their agents and representatives, shareholders, officers, directors, employees and contractors, from and against all claims, loss or expense, including reasonable attorney fees and liabilities arising out of, or in any way related to, the acts, omissions or negligence of exhibitor, exhibitor's agents, invitees, employees or representatives.

Exhibitor agrees to keep harmless SHAPE America from any and all costs arising from fees incurred under the copyright law regarding the liabilities of playing recorded and/or live music in the exhibit area at any time during the SHAPE America National Convention & Expo.

It is understood and agreed that full compliance with the insurance requirements stated below does not relieve Exhibitor or its contractor of the indemnification obligations required herein.

In addition, exhibitor acknowledges that The Washington State Convention Center Public Facilities District (WSCC PDF), and its agents do not maintain insurance covering exhibitor's property, and that it is the sole responsibility of exhibitor to obtain business interruption and property damage insurance covering such losses by exhibitor.

## EXHIBITOR TERMS, CONDITIONS, RULES AND REGULATIONS

**III. LIMITATION OF EXHIBITS:** SHAPE America reserves the right to stop or remove from the exposition any exhibitor, or its representative, performing an act or practice which in the sole opinion of SHAPE America is considered detrimental to its business, professional or ethical interests, or which originates from any organization whose displayed products do not meet the professional standards of SHAPE America. SHAPE America may review the exhibit floor activities of exhibitors at any time. SHAPE America may deny an exhibitor access to or expel an exhibitor from the event without refund of any fees if, as determined solely by SHAPE America, such exhibitor has not complied in all material respects with policies, legal requirements, the terms and conditions of the Exhibitors Terms, Conditions, Rules and Regulations. SHAPE America may also seek other remedies in law or equity and limit the exhibitor's access to SHAPE America resources. SHAPE America reserves the right to restrict exhibits that are objectionable because of noise, glaring or flashing lights, method of operation, or any other reason, and prohibit or evict any exhibit that, in the opinion of SHAPE America, detracts from the general character of the exhibit hall. All booth activities and content must be professional in nature and provide educational information related to the fields of health and physical education. This reservation includes persons, things, conduct, printed material, or anything SHAPE America judges to be objectionable. In the event of such restriction or eviction, SHAPE America is not liable for any refund to the exhibitor.

**Exhibitors are prohibited from promoting any content-based school fundraising programs, with the exception of those that are owned and operated by SHAPE America (e.g., health. moves. minds.<sup>®</sup>).**

**IV. ASSIGNMENT OF SPACE/RELOCATION OF EXHIBITS:** Booth assignments are made on a first come, first-served basis, taking into consideration the frequency and prior level of participation, the date a request is received, availability of requested area, the amount of space requested, special needs and compatibility of adjacent exhibitors.

SHAPE America retains the exclusive right to revise the exhibit hall floor plan(s) and/or relocate any assigned exhibitors as necessary for the betterment of the National Convention & Expo as determined solely by SHAPE America. Exhibitors who change the size of their exhibit space are not guaranteed the originally assigned location and may be subject to relocation. Due to the large number of participating companies, SHAPE America cannot guarantee that a company will not be relocated near a competitor. SHAPE America shall notify affected exhibitors in advance of installation.

**V. PRIORITY POINT SYSTEM:** The [priority point system](#) is designed to recognize companies that support SHAPE America and its activities, and to encourage new companies to participate. Priority points are used to determine exhibit hall placement.

**VI. SUBLEASING OF EXHIBIT SPACE/BOOTH SHARING:** An exhibitor may not sublet, share, or apportion its contracted exhibit space to another organization or business unless prior written consent has been obtained by SHAPE America. An exception may be granted only on the condition that the number of 10' x 10' booth units is equal to or greater than the number of organizations sharing the exhibit space. An exception shall be considered when a corporate affiliation exists (meaning that the organizations share a parent company) or for a government sponsored pavilion (must be a minimum of 400 square feet). Each organization occupying the space will be required to submit a signed exhibit space contract. Only those companies and organizations that are

## EXHIBITOR TERMS, CONDITIONS, RULES AND REGULATIONS

authorized occupants of an exhibit space will be entitled to exhibitor badges and/or a listing in the exhibitor directory published on the convention website, mobile app, and other related materials.

- VII. EARLY DEPARTURE:** No part of an exhibit shall be dismantled, no materials removed, before the official closing, on Friday, March 31, 2023 (12:00 p.m.), without special permission from SHAPE America. All space must be vacated by 7:30 p.m., the same day. If spaces are not vacated by that time, SHAPE America reserves the right to remove materials from the exhibit hall floor and charge the expense to the exhibitor. SHAPE America will not be liable if such removal causes damage to the materials.
- VIII. USE OF EXHIBIT FLOOR PLAN:** The exhibit floor plan and exhibitor list are the property of SHAPE America. Use or publication for any purpose without SHAPE America's written consent is prohibited.
- IX. PAYMENTS AND COLLECTION POLICY:** A twenty-five percent (25%) non-refundable deposit based on the total reserved exhibit space is due with application or within two weeks of invoice date. An additional fifty percent (50%) of the exhibit booth rental is due no later than November 4, 2022 (total of 75% of the exhibit booth rental). The remaining twenty-five percent (25%) is due no later than January 13, 2023. Any exhibit space reservation received after January 13, 2023 shall require Payment in Full at the time of reservation. If deposits have not been received by the aforementioned dates, SHAPE America reserves the right to cancel the exhibitor's reservation and release the exhibit space for resale. No installation shall be permitted unless payment for the reserved exhibit space has been received in full.
- X. CANCELLATION OR WITHDRAWAL:** All cancellations must be received in writing by SHAPE America to be valid. A fee of twenty-five percent (25%) of the total exhibit space cost will be assessed for cancellations received from November 4, 2022 to January 13, 2023. Cancellations received after January 13, 2023 will result in a full forfeiture or an obligation to pay the entire exhibit rental fee.
- XI. CANCELLATION OF EXHIBITION:** It is mutually agreed that, in the event of cancellation of the convention and exhibition as a result of strikes, acts of God, war, terrorism, disaster, declaration of a national emergency by the President, curtailment of transportation facilities, governmental regulations, pandemic, or other causes that would prevent its scheduled opening or continuance, this agreement may be terminated by SHAPE America. SHAPE America shall refund the portion of the exhibit fees remaining after deduction of expenditures made before cancellation and non-cancellable commitments.
- XII. EXHIBIT RESTRICTIONS:** No exhibitor or part of an exhibit will be admitted to any space until that space has been paid in full. It is the duty and the responsibility of the exhibitor to install their exhibit before the opening of the National Convention & Expo and to dismantle their exhibit immediately after the close of the exposition (and not before). In those facilities with union agreements, all work in connection with exhibit erection and dismantling is to be performed by the union personnel carrying the appropriate union card. Carpenters, painters, electricians, plumbers, and other skilled labor, as well as common labor or porters, may be arranged for at established rates. Arrangements should be made in advance through Hargrove (the official general services contractor). The exhibitor shall properly staff the exhibit during the posted exhibit hall hours. Exhibitors are liable for any damage caused to building walls, doors, or columns, or to the other exhibitor's property. All parts of exhibits must be exhibited within exhibitor's assigned space boundaries. Aisle space is under the control of SHAPE America.

## EXHIBITOR TERMS, CONDITIONS, RULES AND REGULATIONS

**XIII. EXHIBITOR INSURANCE:** The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, the following:

**Commercial General Liability** insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product/completed operations liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage.

**Automobile Liability** of not less than \$1,000,000 Combined Single Limit for all owned, hired and non- owned vehicles.

**Fire Legal Liability** of not less than \$100,000.

Such insurance shall name Society of Health and Physical Educators (SHAPE America), Hargrove, Seattle Convention Center, and the City of Seattle including the directors, officers, employees, agents and assigns of each as additional insured and contain the severability of interest provision.

During the term hereof, the exhibitor shall maintain Workers' Compensation insurance in full compliance with all federal and state laws, in the jurisdiction where services are performed, covering all of exhibitor's employees engaged in the performance of any work for exhibitor.

All carriers providing coverage must have a minimum current A.M. Best's Rating of A VIII. All coverage to apply as primary and non-contributory. All exhibitor insurance policies shall contain ISO standard waiver of subrogation provision. All exhibitor insurance policies shall be endorsed to provide SHAPE America not less than thirty (30) days written notice of cancellation. Exhibitor hereby warrants and agrees to disclose within thirty (30) days knowledge of a claim which has or may reasonably be expected to result in diminution of policy limits to a level beneath that required in this agreement.

All property of the exhibitor is understood to remain under its custody and control at all times.

It is understood and agreed that all third-party contractors and sub-contractors of Exhibitor shall maintain the same insurance, in every respect, as required of Exhibitor and, further, it shall be the responsibility of Exhibitor to ensure such compliance.

**Certificates of Insurance** must be submitted [online](#) by February 24, 2023. Failure to remit such proof shall be a material breach of this agreement. An exhibitor's right to exhibit may be cancelled by SHAPE America if proof of insurance coverage is not submitted by February 24, 2023.

**XIV. EXHIBIT LABOR/LABOR REGULATIONS:** Installation of the exhibits into The Summit Building will be Tuesday, March 28, 2023 (8:00 a.m. – 6:00 p.m.) and Wednesday, March 29, 2023 (7:30 – 9:00 a.m. – touch up only). If installation has not started by 7:30 a.m. on Wednesday, March 29, 2023, SHAPE America exhibit management shall have the option to order the exhibit to be installed and the exhibitor billed for charges incurred. Exhibits must be fully operational by 9:00 a.m. on Wednesday, March 29, 2023. After this hour, no installation work will be allowed without special March 31, 2023. Move-out hours are Friday, March 31, 2023 (12:00 – 7:30 p.m.).

## EXHIBITOR TERMS, CONDITIONS, RULES AND REGULATIONS

The exhibitor is cautioned that the conditions of union labor vary in each jurisdiction and it must inform itself through the official general services contractor of the particular local conditions prevailing in regard to labor transactions at the time it engages labor including: carpenters, electricians, plumbers, decorators or any other person employed for the service of its booth. Work in connection with exhibits requiring hired labor should be referred to the official general services contractor, Hargrove. Labor expenses for each booth (other than pipe, drape and sign installation) shall be absorbed entirely by an exhibitor.

Hargrove has skilled, friendly and quality conscious employees available to assist with most aspects of the exhibiting experience. Arrangements for labor and other services may be ordered on the Labor Order form included in the exhibitor manual.

Hargrove has an agreement with the Local International Alliance of Theatrical and Stage Employees (IATSE). Members of this union claim jurisdiction over all setup and dismantling of exhibits, furniture installation, pipe and drape, hanging of signs and laying of floor coverings and unloading and delivering of all display related material.

In addition to utilizing the services of the Official Service Contractor, Hargrove, exhibitors may use full-time company personnel that will be staffing their exhibit to assist in setup and/or dismantling of their own booths. Exhibitors may employ the services of Non-Official Contractors providing the following requirements are met:

- Exhibitors must advise Hargrove in writing, thirty (30) days prior to setup of the show, of their intent to hire an outside installation and dismantle company or exhibit house to supervise, install and dismantle their exhibit. The intent to Use Non-Official Contractor form must be completed by both parties and returned no less than thirty (30) days prior to setup.
- Non-Official contractors must furnish proof of adequate insurance, in the form of a copy of a policy rider listing Hargrove, SHAPE America, and 2023 SHAPE America National Convention & Expo as an additional insured, furnished by their broker to Hargrove office no less than thirty (30) days in advance of actual installation dates.
- Non-Official contractors must furnish SHAPE America Show Management the names, addresses and telephone numbers of key executives for emergency contact.
- All personnel must be properly badged at the show site.
- The exhibitors who plan to setup and dismantle their own booths or equipment with their own employees do not require this statement and insurance rider.
- All Non-Official installation and dismantle contractors will be allowed on the exhibit floor only during the official installation and dismantling hours, and must be identified with a temporary work pass, either supplied by SHAPE America Show Management or Hargrove.

**XV. FREIGHT HANDLING:** All work involved in the loading and unloading of all trucks, trailers, and common and contract carriers, as well as the handling of empty crates and the operation of material handling equipment is under union jurisdiction. The union also has the jurisdiction of the



## EXHIBITOR TERMS, CONDITIONS, RULES AND REGULATIONS

unloading, uncrating, unskidding, leveling, painting, and assembly of machinery and equipment, as well as the reverse process.

Exhibitors may hand-carry their materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. Hargrove will control access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company will be allowed to hand-carry items. Unloading or reloading at the dock of any and all contracted carries will be handled by Hargrove.

**All exhibitors are expected to comply with any union requirements in effect as outlined in the “Union Rules & Regulations” section of the Exhibitor Service Kit.**

Exhibitors will be responsible for delivery of their own equipment/display material to the exhibit hall and for removal of the equipment/display material. Hargrove shall control traffic into and out of the exhibit areas to minimize delays. SHAPE America assumes no responsibility for the performance of services by common carriers, express services, the U.S. mail, telephone, internet or any other service contracted by an exhibitor.

Standing on chairs, tables, or other rental furniture is prohibited. This furniture is not engineered to support your standing weight. Hargrove cannot be responsible for injuries or falls caused by the improper use of this furniture. If assistance is required in assembling your booth, please order labor on the Labor Order Form included in the Exhibitor Service Kit and the necessary ladders and tools will be provided.

**XVI. GRATUITIES:** Hargrove requests that exhibitors do not tip their employees. They are paid at an excellent wage scale denoting a professional status and feel that tipping is not necessary. This applies to all employees. Any request for such should be brought to the attention of a Hargrove representative at the service desk or correspondence may be directed to the attention of the General Manager at their Lanham, MD address.

**XVII. PRIZE DRAWINGS:** Exhibitors planning to hold drawings or raffles must submit, in writing, to SHAPE America, a complete description of the items to be raffled, the methods by which winners will be selected, and the manner in which winners will be announced. Such drawings will not be permitted if they conflict in any way with the National Convention & Expo or local laws. Promotion of the drawing/raffle is solely the responsibility of the exhibitor; SHAPE America is not responsible for promotion of exhibitor-driven activities. Draft copies of any materials promoting the drawing/raffle must be provided to SHAPE America prior to printing/ mailing and SHAPE America reserves the right to request edits, particularly as they pertain to the use of SHAPE America marks and logos.

**XVIII. FIREPROOFING:** No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper, shall be used at any time. All packing containers, excelsior, and wrapping paper that are not flameproof must be removed from the floor and must not be stored under tables or behind displays. A storage fee will be assessed for “empties” in those instances where an exhibitor hand delivers their own materials to their exhibit space. All decorations, drapes, curtains, hangings, items such as carpeting, turf used in the vertical position, combustibles, etc. must be flame retardant per the Exhibitor Guidelines outlined by The Summit Building and Seattle Convention Center. A copy of the Certificate of Flame Resistance for the item must be left in the booth. No

## EXHIBITOR TERMS, CONDITIONS, RULES AND REGULATIONS

propane, acetylene or other flammable or explosive materials are allowed. No candles or other flame are allowed in your booth.

- XIX. FIRE REGULATIONS:** The NFPA 101 Life Safety Code and the International Fire and Building Code are the established standards for review of occupancies and events at the Seattle Convention Center. Please refer to the Seattle Convention Center's Fire Safety Rules and Regulations document for a summary of relevant provisions contained in these Codes, as well as standard operation procedures established in cooperation with the City Fire Marshal.

### **Hazardous Materials**

Use, display and storage of hazardous materials within the Seattle Convention Center is restricted and subject to written approval by the Fire Marshal. MSDS Material Safety Data Sheet documentation must be supplied to the facility prior to product arrival. Transportation, storage, security, disposal and MSDS documentation is the sole responsibility of the material owner.

- XX. FOOD AND BEVERAGE SERVICES:** Aramark is the exclusive provider of Food and Beverage services. An exhibitor who does not manufacture, process or distribute food as their normal course of business and would like to distribute food items must purchase these items from Aramark Food Services. Please contact The Summit Building Exhibitor Services to make these arrangements or to purchase food and beverage from the exhibitor menu. Catering orders must be placed before the published advanced ordering deadline in order to receive advanced pricing rates. A six-week lead time is needed to guarantee special order requests. No selling of food or beverage is permitted by exhibitors.

- XXI. SAMPLING:** Subject to SHAPE America Show Management approval, those exhibitors who manufacture, process or distribute food as their normal course of business and wish to distribute food samples may be allowed. This is provided food samples are no larger than bite size and beverage sizes no more than three (3) ounces. Any food sampling requires a valid Washington State Food Handlers Permit. Exhibitors are required to order booth porter service for cleaning. Please contact SHAPE America Show Management and The Summit Building Exhibitor Services for prior approval of food distribution. No selling of food or beverage is permitted by exhibitors.

- XXII. STORAGE:** Goods/materials may not be delivered in advance of the show's official move-in time nor can they be left after the show's official move-out time. There is no onsite storage at The Summit Building. Repacking material, empty boxes, cardboard or other combustible storage is prohibited throughout exhibit areas. No flat or empty cardboard boxes can be stored within or behind your booth. Full boxes of brochures and other literature for distribution may be stored underneath a table fronting the booth space. Additional storage needs may be arranged by contacting Hargrove. Identification labels "EMPTY stickers" will be available at an exhibitor service center on the exhibit floor and are to be attached to each item to be placed in storage. Packaging materials such as paper and excelsior must be totally enclosed in containers.

- XXIII. GENERAL EXHIBITION POLICIES:** Noisy or offensive exhibits are prohibited. Distribution of literature or samples must be related to exhibit and distributed within exhibitor's space. No food products or beverages may be distributed from exhibitor's space without approval from SHAPE America. Exhibitor must comply with all local laws, rules, regulations and ordinances in force. The exhibitor may not display signs that are not professionally prepared or which, in the opinion of

## EXHIBITOR TERMS, CONDITIONS, RULES AND REGULATIONS

SHAPE America, detract from the appearance of the exhibition in any manner whatsoever. SHAPE America shall have sole control over all admission policies at all times.

- XXIV. BOOTH EQUIPMENT:** Standard booth equipment consists of draperies assembled on pipe structures for standard eight foot (8') high backwalls and three foot (3') high side rails and a two-line identification sign (7"x44"). Furniture (ie. skirted tables, chairs) and carpeting is available for rental from the official general services contractor, Hargrove. The exhibitor must pay for costs incurred in the operation of its booth. This provision specifically covers expenditures incurred for lights, power, water or other utilities or services in connection with its own booth.
- XXV. BOOTH CONSTRUCTION AND ARRANGEMENT:** Exposed parts of the display must be finished so as not to be objectionable to other exhibitors or to SHAPE America or such parts will be ordered draped by SHAPE America and billed to the exhibitor.

### Floor Coverings

In keeping with a professional environment, exhibitors are required to have floor covering for their booth which covers the ENTIRE booth space. Exhibitors may bring their own flooring (carpet, interlocking mats, etc.) or rent carpet from Hargrove. All floor coverings must be slip resistant. Booths that do not have floor covering prior to 8:00 a.m. on Wednesday, March 29, 2023 will have carpet placed in the booth at the exhibitor's expense.

### Height Restrictions and Hanging Displays

Maximum exhibit height is eight feet (8') for in-line displays. Overhead canopies or simulated ceilings cannot extend out over the front two feet (2') of the booth space. Side walls of booths are limited to the same height as the backwall, out to within 4 feet (4') of the front line and from that point to the aisle--42 inches (42").

No display equipment over 42 inches (42") in height is to be placed in the front 2 feet (2') of exhibit space. In all single booth corner locations, the backwall is considered the same as the backwall of other booths in the same continuous row except for those firms which have reserved the two end corner booths adjoining each other.

No height restriction shall apply to "island" configurations (open on 4 sides). Ceiling clearances in The Summit Building have a maximum 30' clearance.

Detailed plans of multiple-story or enclosed booths must be submitted 60 days prior to move-in. Plans must indicate if the exhibit is multiple-story and/or enclosed with a ceiling.

Multiple-story booths cannot be located under passenger or utility truss ways. Booth plans must specify the maximum number of occupants and must have a structural engineer's stamp certifying the maximum occupant load capacity.

Any booth with a roof or other covered area of 100 square feet or more must submit a booth plan and adhere to specific fire marshal codes. Allow a minimum of three (3) months for approval process. Contact The Summit Building Exhibitor Services for more detailed information.

Certain booths may require fire watches, electrical ventilation, smoke detection devices, fire extinguishers, multiple exits, etc. as required by Fire Prevention Officials.



## EXHIBITOR TERMS, CONDITIONS, RULES AND REGULATIONS

Exhibitors who requested and were assigned an "endcap" or "peninsula" (open on 3 sides) are reminded that the backwall which is also the sidewall of a neighboring exhibitor may be eight feet (8') in height only in the middle ten feet (10') of the backwall then the display must be no more than approximately four feet (4') in height on the outside four feet (4') on both sides of the backwall. The latter configuration will afford visibility for a neighboring exhibitor whose side rail is the backwall of an "endcap".

Overhead signage is permitted to be installed from a ceiling ONLY directly above "island" booth displays (minimum of 20'x20' area). Commercial signage is NOT permitted to span across or into public aisle space. The aisle carpeting color is to remain consistent throughout the exhibit hall. No special-order aisle carpeting colors are permitted to be installed.

**XXVI. CARE OF EXHIBIT SPACE:** The exhibitor shall keep in good order space occupied. An exhibitor may not place anything in the aisles during open hours of the exhibition. The exhibitor assumes responsibility of returning the exhibit space to the exhibit facility in the condition in which it is found; clean, undamaged, and unmarred. Exhibitors should arrange for booth cleaning services through Hargrove. Booths with food and beverage sampling must order porter service.

**XXVII. EXHIBITOR SERVICES:** Booth furnishings, carpet rental, cleaning services, shipping, materials handling and labor are available to the exhibitor through Hargrove, who will bill the exhibitor directly.

The Summit Building offers the following services for exhibitors; order forms will be available through the Exhibitor Service Kit provided by Hargrove

- **Aramark:** All Food and Beverage services. Exhibitors requesting to serve, offer, or sample food and beverage items must have prior approval from SHAPE America Show Management and The Summit Building Exhibitor Services.
- **Smart City:** All internet, wifi, phone or telecommunications services.
- **Edlen Electrical:** All power, air, water, drain, or natural gas services.

In addition, exhibitors may request audiovisual services through SHAPE America's official audiovisual services provider, INSPIRE. In addition, Lead Retrieval Services may be ordered through SHAPE America's official Registration and Housing Provider, Maritz Global Events. Copies of these order form will be available through the Exhibitor Service Kit provided by Hargrove.

**XXVIII. SPECIAL VISUAL AND SOUND EFFECTS:** Audio-visual and other sound devices and effects will be permitted only in those locations and in such intensity as, in the opinion of SHAPE America, does not interfere with the activities of neighboring exhibitors. Audio-visual effects of purely entertainment character, without informative value, will not be permitted.

Exhibitors are not allowed to use any haze, fog or other similar device in their booth.

No electric flashing signs or signs involving the use of neon or similar gases will be permitted, unless approved by SHAPE America in writing. Should the wording on any sign or area in an

## EXHIBITOR TERMS, CONDITIONS, RULES AND REGULATIONS

exhibitor's booth be deemed by SHAPE America to be contrary to the best interests of the exhibition, the exhibitor shall make such changes in wording as are requested by SHAPE America. In no event shall a sign contain a merchandise or service sale price.

The use of devices for mechanical reproduction of sound or music is prohibited unless an exhibitor shall have received written approval from exhibit management and the exhibitor provides documentation of obtaining an appropriate license. Sound of any kind must not be projected outside the confines of an assigned exhibit and shall not adversely impact the business dialogue of a neighboring exhibitor.

- XXIX. SELLING ON THE EXHIBIT FLOOR:** Cash and credit card sales are permitted. Licenses, taxes to sale, payment of sales tax, and other legal business requirements are the responsibility of the exhibitor. Purchases of goods must be furnished with a bill of sale or receipt.
- XXX. BOOTH ATTENDANTS:** Each exhibitor is expected to have at least one (1) attendant in the display booth during all open hours of the exhibit. Attendants must be bona fide employees or representatives of the exhibiting firm. There is no restriction on the number of attendants per booth; however, attendants must wear exhibitor badges and be registered as exhibitors. We recommend a maximum of three (3) attendants in a standard 100 square foot exhibit space at any particular time.
- XXXI. REGISTRATION AND BADGES:** SHAPE America shall have sole control over attendance policies at all times. Exhibitor personnel must be properly registered in order to staff a display and must wear either a "worker's" badge or a (non-transferrable) registration badge during move-in and exhibit hours. Registration options for attending the entire SHAPE America National Convention & Expo will be circulated in the monthly #SHAPEseattle Show Bulletins. One (1) complimentary full conference registration badge and three (3) exhibit hall only badges per 100 square feet of exhibit space is available. Exhibitors may purchase up to five (5) additional full conference registrations at a fifty percent (50%) discount off the non-member rate and may purchase additional exhibit hall only badges at a rate of \$90 per badge.
- XXXII. CHILDREN'S ADMITTANCE REGULATIONS:** For safety and liability reasons, children under sixteen (16) years of age must be accompanied by an adult at all times in the exhibit areas and throughout The Summit Building. Children under sixteen (16) years of age are NOT permitted on the show floor during move-in and move-out times; no exceptions will be made.
- XXXIII. CANVASSING BY NON-EXHIBITORS:** The exhibition is limited to business firms, professional organizations, educational institutions, government agencies and individuals who have contracted and paid for exhibit space. No other persons or concerns will be permitted to demonstrate their products, solicit orders or distribute advertising materials in the exhibition.
- XXXIV. ACCESS CONTROL/SECURITY:** General 24-hour access control will be provided by SHAPE America for the convention period including move-in and move-out. SHAPE America is not responsible for the loss of any material by or for any cause and urges the exhibitor to exercise normal precautions to discourage pilferage. Exhibitors will be afforded specified time periods, prior to each day's show opening and subsequent to each day's show closing, to prepare, adjust and alter their exhibit area.

## EXHIBITOR TERMS, CONDITIONS, RULES AND REGULATIONS

**XXXV. IRREGULAR ACTIVITIES:** Business activities of the exhibitor must be within the exhibitor's allocated exhibit space. Samples, catalogs, pamphlets, souvenirs and publications may be distributed by exhibitors only from within their own booths or in areas designated by exhibit management. Exhibitors that wish to distribute materials in other locations should review the available [advertising](#) and [sponsorship](#) packages and contact SHAPE America Show Management to reserve said opportunities. Scantily clad models are prohibited. Throwing of souvenirs, loud shouting and the making of unnecessary noise, whether by human or mechanical means to attract attention, puppet shows, canes, yardsticks and similar devices or side show tactics will not be permitted. Aisle space belongs to SHAPE America. No exhibits or advertising matter will be allowed to extend beyond the assigned booth space.

Undignified methods and materials considered by SHAPE America to be objectionable, are expressly prohibited. Questions concerning the legality of distributing specific promotional materials should be presented to SHAPE America for approval. Exhibitors may distribute samples. Use of glass containers for this purpose is dangerous and plastic or other unbreakable containers are recommended.

**XXXVI. PROPERTY DAMAGE:** Exhibitors are liable for damage caused by fastening displays or fixtures to the building floors, walls or to the standard booth equipment or for damage caused in any manner. Exhibitors may not apply adhesive backed decals, stickers, tape, nails, pushpins, staples, paint, lacquer, adhesive or any other coating to building walls and floors or to standard booth equipment. Decorations may not be affixed to any surfaces in The Summit Building. No holes may be drilled, cored, or punched into the building. All equipment used must be stable without bolting or anchoring to floors or walls. Decorations may not include helium balloons, crepe paper, cellophane, confetti, cotton, cornstalks, hay bales, leaves, evergreen boughs/trees, glitter, sheaves of grain, streamers, straw, paper, or any flammable items.

**XXXVII. AMENDMENT TO RULES:** Matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of SHAPE America. These rules and regulations may be amended at any time by SHAPE America and amendments shall be binding on exhibitors equally with the foregoing rules and regulations.

**XXXVIII. INCORPORATION BY REFERENCE/LAWS APPLICABLE:** THE TERMS set forth herein are expressly incorporated by reference into the original application and contract for exhibit space and are to be treated as having full legal efficacy for enforcement of same. The agreement for rental of exhibit space shall be governed by the laws of the state of Virginia wherein the SHAPE America headquarters offices are located.