

2023 Technology Conference – Salt Lake City, Utah

Exhibit Space Contract Terms and Conditions

General

1. This agreement consists of: (1) these Exhibit Space Contract Terms and Conditions and (2) the Exhibit Space Contract. Also, the provisions of the lease or licensing agreement between IACP and the exhibit hall which refer to or govern exhibitors form part of this Contract, including any duty imposed on IACP by the licensing or leasing authority to defend, indemnify or hold harmless the licensing or leasing authority, on a “pass through” basis: that is, to the extent IACP is obliged to defend, indemnify or hold harmless the licensing or leasing authority for the acts of omissions of an exhibitor, that exhibitor is obliged to defend, indemnify and hold harmless IACP.
2. If an exhibitor fails to abide by this agreement (as defined in Sec. 1), the exhibitor may be ejected from the conference; may forfeit the right to exhibit in the next conference; or IACP may terminate the agreement altogether, at its option. No disruption of the conference or any exhibitor’s right to conduct business will be tolerated.
3. Should the contract be terminated, the Exhibitor shall forfeit, as liquidated damages and not a penalty, the amount paid for space rental regardless of whether or not the IACP enters into a further lease of the space involved. Interpretation and application of the terms of this agreement are within the sole discretion of the IACP and decisions by the IACP are final.
4. Neither the Exhibitor Agreement nor any booth or display space request or allocation will be binding on the IACP unless and until the exhibitor accepts to abide by the Exhibit Space Contract Terms, issues payment in accordance with said agreement, and said agreement is executed by the exhibits staff on behalf of the IACP.
5. The IACP is hereby authorized to assign exhibit space based on availability and in accordance with the Exhibitor’s choice whenever possible. The IACP reserves the right to alter the location of exhibit spaces at its sole discretion and in the best interest of the exhibition.

Eligible Exhibitors

6. All exhibits and related demonstrations and presentations shall serve the interests of IACP members. Devices that are designed for surreptitious oral or wire interception are not permitted. No live ammunition shall be available in connection with any exhibit. IACP reserves the right to determine the eligibility of any company, product, or service for inclusion in the exhibition.
7. The IACP reserves the right to remove or prohibit any exhibit in whole, in part, or any Exhibitor or representatives that in its opinion are not in keeping with the character and purpose of the trade show.

Exhibitor Fees/Payment Schedule/Refund Policy

8. The 2023 Exhibit Space Rate is \$22.00 per square foot and applies to both inline and island booths. Full payment for exhibit space is due within (10) ten days of signing and submitting your contract to the IACP. Payment via check must be received within 10 business days or reserved booth will be released.

Booth Cancellation

9. Cancellation of exhibit space is required in writing and the following cancellation fees apply.
 - Written cancellation received by February 22, 2023: 25 percent of the total booth cost is retained by IACP.
 - Written cancellation received after February 22, 2023: 50 percent of the total booth cost is retained by IACP.
 - NO REFUNDS will be made for any cancellations after March 2, 2023.

Downsizing by Exhibitor

10. An Exhibitor may be required to move to a new location if downsizing of exhibit space is requested. Exhibitors downsizing after March 2, 2023, will be financially liable for the original booth cost contracted.

Subletting of Space

11. IACP strictly prohibits the sharing or “co-opting” of exhibit space unless companies share the same parent company, or one company is the subsidiary of the other. Request must be submitted to IACP for approval prior to conference and proof is required. Contracted exhibitors shall not assign, sublet, or share any space allocated to them nor advertise or display goods other than those manufactured or sold by them in the regular course of their business. Space assigned to the Exhibitor is for their exclusive use.

Exhibitor Primary Booth Contact

12. The Exhibitor will be responsible for designating an official authorized agent who will be the primary contact to work with IACP show management. This person will oversee and understand all contract issues, including those relating to registration, payment, housing, badging, materials handling, booth set-up and tear-down, operations and logistics, as well as ordering furniture, signage, utilities, etc. The Exhibitor Primary Booth Contact shall be authorized to enter into service contracts as may be necessary and for which the Exhibitor is responsible. This agent shall receive all official correspondence from the IACP and be responsible for communicating all information to appropriate individuals. Under no circumstances will IACP be liable, either to the Exhibitor, or to any third party, for any failure of the Exhibitor Primary Booth Contact to fulfill his, her or its obligations under this clause.

Exhibit Staff

13. Exhibits shall be staffed by technical, qualified individuals who are bona fide company employees or legitimate representatives. Exhibitors must open their exhibit on time each day and staff it throughout open hours until show closing. Exhibit personnel shall wear professional attire consistent with the conference decorum. Likewise, any personnel hired by an Exhibitor, such as models, performers, musicians, or entertainers, must be properly attired and not dressed (or undressed) in a lewd, suggestive, offensive, or obscene manner. IACP strongly encourages booth personnel to be registered in advance. Exhibit staff who register on-site will require a government picture ID and proof of employment. The following are the only acceptable proofs of employment: company business card, company ID, written letter on the exhibiting company’s letterhead, or an email from the exhibiting company’s Primary Booth Contact.
14. No person under 18 years of age will be permitted on the floor during move-in or dismantle.
15. All personnel who are representatives of the exhibiting company must register as an “Exhibitor”. Exhibitors receive two (2) Full Conference badges per each 100 square feet of exhibit space.
16. Exhibitors requiring or desiring additional badges for their personnel may obtain extra badges by purchasing them. There is a \$25 fee to generate replacement badges for those that have been lost.

Standard Booth Equipment/Booth Construction

17. The Exhibitors shall have the rights, subject to the provisions herein contained, to arrange their exhibits within the space allotted to them in the manner best suited for displaying and demonstrating the goods manufactured by them. Exhibitors must allow a minimum of 2' in front of presentation and demonstration components inside the booth to accommodate attendees to enter the booth to participate in an activity or watch a demonstration. Attendees should not be forced to stand in the aisle to view exhibitor presentations. No part of an exhibit shall extend outside of the exhibit space boundary. All promotional materials, items, etc. must be contained within the space assigned to the Exhibitors as per the completed agreement and in accordance with the booth construction guidelines of the International Association of Exhibitions and Events (IAEE). If there is a discrepancy between IAEE and IACP guidelines, the IACP guidelines will be used.

Exhibitor acknowledges and assumes the risk that this Sec. 17 and/or other sections or subsections of these Exhibit Space Contract Terms may have to be amended or modified if at any time, any competent authority, including but not limited to, the Centers for Disease Control and Prevention (CDC), the public health authorities of the State of Utah or the City of Salt Lake, the management of the convention center, or medical experts or advisers retained by IACP order, advise or recommend to IACP that individual booths or the entire floor layout be modified due to any communicable or infectious disease, epidemic or pandemic, so as to minimize or prevent the spread of any communicable or infectious disease. Such modifications may include (but are not necessarily limited to) one-way aisle traffic, designated entrance and exit doors, adjustment of side drape to 8' between inline/linear/perimeter booths and limiting the number of booth staff allowed per 100 square feet.

18. Inline/Linear Booths: 10' x 10' consisting of drape assembled on aluminum stanchions and crossbars; 8' high back drape, 3' high side drape; and 7" x 44" booth identification sign. All other equipment, furnishings, or services other than those provided as indicated must be arranged for with the decorator and/or the convention center at the exhibitor's expense.

- a. Use of Space: Regardless of the number of Inline Booths utilized, e.g. 10'x20', 10'x30', 10'x40', etc. display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8' is allowed only in the rear half of the booth space with a 4' height restriction imposed on all materials in the remaining space forward to the aisle.

19. Island Booths: Typically 20' x 20' or larger and exposed to aisles on all four sides. There is no pipe and drape construction provided.

- a. Use of Space: Height maximum for booth structure and hanging signs is 25'. The entire cubic content of the space may be used; however, booth structure and/or presentations must not be placed so that attendees must stand in the aisle to observe.
- b. Ceiling height in the Salt Palace Convention Center is 30'. Hanging signs can be hung 25' to the top of the sign and there are no variances on sign or booth structure heights.
- c. Vehicles with four or more wheels can only be displayed in Island Booths.

20. Perimeter Booths are booths backed directly to the facility perimeter walls. 10'x10' consisting of drape assembled on aluminum stanchions and crossbars; 8' high back drape, 3' high side drape; and 7" x 44" booth identification sign. All other equipment, furnishings or services other than those provided as indicated must be arranged for with the decorator and/or the convention center at the exhibitor's expense.

- a. Use of Space: Regardless of the number of Perimeter Booths utilized, e.g. 10'x20', 10'x30', 10'x40', etc. display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 15' is allowed only in the rear half of the booth space with a 4' height restriction imposed on all materials in the remaining space forward to the aisle.

21. End-Cap and Peninsula Booth types are not permitted.

22. **Carpet: All exhibitors are required to have carpet or flooring to cover the entire contracted space.**
23. Multi-Story Exhibits: Please notify IACP show management if your exhibit is more than one level. A multi-storied exhibit requires submission of the architectural approved structural plans to IACP, Freeman and Salt Lake City Fire Marshal for review. All such plans must bear the stamp of a registered structural engineer and/or certified architect and be accompanied by a letter from the engineer and/or architect stating that the exhibit conforms to the current Salt Lake City Building Code.
24. Any covered exhibit space of 100 square feet or more (including tents and canopies) requires a working smoke detector properly mounted in the canopy. Other facility fire regulations may apply. Please check with show management if any portion of your exhibit will be covered.
25. Nothing shall be posted, tacked, nailed, screwed, or otherwise attached to columns, walls, floors or other parts of the building or furniture. Fees for damages will be charged to the Exhibitor and must be paid before an Exhibitor will be allowed to select space for future IACP shows. The Exhibitor shall not place in the exhibit area any material or equipment whose presence, appearance or operation produces noise, vibration, odor or other irritant that is objectionable to the IACP, the Center, or other exhibitors or visitors. Exhibits that defame, disparage, or denigrate the products or integrity of another Exhibitor are also prohibited.

Installation & Dismantling of Exhibits

26. All goods shall be consigned in accordance with instructions in the online Exhibitor Kit.
27. If you know that your booth will require more than your allotted time to set up, a written request to IACP Exhibits Manager and Freeman is required to coordinate booth materials.
28. Exhibits are to be set up during assigned times and be completed by 12:00 p.m. on Monday May 22, 2023. Exhibit space left empty as of 12:00 pm may be resold or reassigned by the IACP without obligation on the part of IACP for any refund whatsoever. Exhibits not set-up by 12:00 pm will be assigned labor to install or be removed from the hall. Labor expense for booths not installed by this time will be borne by the Exhibitor. The IACP is not responsible for any damage to the Exhibitor's product due to set up or removal of the Exhibitor's booth.
29. The Exhibitor will not dismantle its display prior to the stated closing of the show. No exhibit or any part thereof may be removed during the period of such exhibition without the written consent of the IACP. At the discretion of IACP, Exhibitors who dismantle prior to the official closing of the show may forfeit participation in future IACP Technology Conferences. Exhibitors should make travel and staffing arrangements accordingly.
30. Exhibitors shall remove all exhibits and any goods or property brought into the exposition hall and leave said space both clean and free from all rubbish by 5:00 p.m. on Wednesday May 24, 2023.

Character of Exhibit

31. The IACP reserves the right to decline an exhibitor permission to conduct, maintain and exhibit if, in the sole judgment of the IACP Show Management, said exhibitor shall in any respect be deemed unsuitable or offensive to other individuals. This reservation includes, but is not limited to, personal attire and conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other items, without limitation, which affect the character of the Exhibition or the IACP.

Booth Activities & Exhibitor Events

32. Exhibiting companies may only hold hospitality or off-site events during non-exhibit hours. No Exhibitor events may take place while the Exposition Hall is open. Exhibitors interested in holding a meeting, meal function or hospitality suite in conjunction with the 2023 Technology Conference must complete and submit a CERF (Conference Event Request Form) to IACP. IACP will review the request and let you know in writing if the event has been approved.

33. It is recommended that exhibiting companies abide by the federal government guidelines for gifts <https://www.gpo.gov/fdsys/pkg/FR-2016-11-18/pdf/2016-27036.pdf> . Gifts of firearms must abide by all federal, state and local regulations of the conference venue. Please note that IACP reserves the right to not approve or stop dissemination of any giveaway. Examples of giveaways which are not appropriate are fine jewelry, vacations, and vehicles for personal use. However, IACP is not in any way responsible for determining local law, nor is it liable for such drawings and does not endorse any services or products drawn. Exhibitor agrees to defend, indemnify, and hold harmless IACP against any third-party claims seeking to hold IACP liable for conducting, allowing or sanctioning any prohibited lottery, giveaway or game of chance.

Animals

34. Display of domestic service animals in conjunction with an approved exhibit must be submitted to IACP for approval and must meet the following confinement guidelines:
- a. Animal(s) is to be on a leash at all times if not confined to a pen.
 - b. Animal(s) is to be confined within a pen if not on a leash.
 - c. Animals must be under constant control at all times by the owner or handler.
35. Requests to display exotic animals must be submitted in writing for IACP approval and abide by convention center regulations.

Balloons, Confetti, & Stickers

36. Helium balloons are not permitted on the premises of the Salt Palace Convention Center.
37. Confetti is not permitted in the Exposition Hall or common areas of the Salt Palace Convention Center.
38. Stickers are not permitted in the Exposition Hall or common areas of the Salt Palace Convention Center.

Exhibit Booth Noise/Lighting

39. IACP is a professional show. In general, Exhibitors may use sound equipment in their booths provided the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Sound and noise should not exceed 85 decibels. The noise level and content of exhibits will be monitored by IACP staff. Profanity of any sort is not permitted as part of displays, simulators, video or presentations. Failure to comply with these regulations may result in the loss of ability to display audio features in the violating booth or expulsion from the show.
- a. Exhibitors should be aware that music played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted compositions. ASCAP, BMI and SESAC are three authorized licensing organizations that collect copyright fees on behalf of composers and publishers of music.
 - b. Exhibitor will defend, indemnify and hold harmless IACP against any claim or suit for copyright infringement or violation of intellectual property rights (e.g. trademark) that arises from Exhibitor's violation of copyright or intellectual property law.
40. The use of special lighting effects, such as strobes, flashers, etc., is prohibited unless lighting features are expressly the product(s) on display. All booth lighting including gobos must stay within the booth parameters.

Vehicle Regulations

41. Exhibitors must register their vehicles, which includes cars, trucks, trailers, motorcycles, etc., for display at the 2023 Technology Conference 45-days prior to conference. The vehicle registration form will be available on the 2023 Technology Conference website in February 2023. Exhibitors displaying vehicles with 4 or more wheels must purchase an island booth of 20' x 20' or larger. Vehicles must stay within the parameters of the booth and doors, stairs, ramps etc. must not protrude into the aisle. Booth size will be based on the dimensions of the vehicle(s).

42. Any vehicle displayed must contain less than ¼ capacity of the gas tank, gas caps locked and sealed, the battery cables disconnected, and drip pans placed under the vehicle.
43. The exhibitor shall comply with and ensure that its employees and agents comply with all legal requirements imposed by a government body. Special building rules regarding the operation of oil or gasoline/diesel engines must be strictly observed, as must all other special building rules and regulations.

Weaponry

44. Exhibitors must register weapons for display at IACP 30 days prior to conference. This includes pellet guns and look alike weapons. Contact Gaye Dullaghan, IACP Exhibits Manager, if you intend to display weapons in your booth. IACP requires each weapon's Make, Model, Serial Number and Type. Failure to inform IACP Show Management of weapons to be display in advance of move-in will result in the weapon prohibited from the show floor. Strict enforcement will be applied.

Photography/Recording

45. Photography and recording within the Exposition Hall is regulated and requests must be submitted to IACP for approval 30 days prior to conference. Exhibitors may only take photos, images or recordings of their own booths and equipment. Photographs or recording of the Exposition Hall in general or other exhibitors' booths is prohibited unless specific permission is granted by Show Management. Violation of this policy will result in the confiscation of digital images or recordings and could result in expulsion from the show. Please review the Media Policies on the IACP 2023 Conference website.

Retail Sales

46. Retail sales **are not permitted** in the Exposition Hall. Exhibitors may take orders, but cash and/or credit transactions **are not allowed** in the Exposition Hall.

Suitcasing/Outboarding

47. The IACP considers the practices of Suitcasing and/or Outboarding to be unethical business conduct and strictly prohibits both practices. Suitcasing refers to the practice of companies or persons who go to shows as attendees but "work the aisles" from their suitcase (briefcase), soliciting business from other attendees and exhibitors. Outboarding refers to non-supporting companies who set up exhibits or events at off- site locations, such as hotel hospitality suites or nearby restaurants, and encourage attendees to leave the show floor and spend time with them. For the good of the show and the exhibitors supporting the show, the only legitimate place to conduct business during show hours is within a contracted exhibit space on the show floor. Only official Exhibitors and Sponsors are allowed to conduct other hospitality events during non-show hours. All violations will be directed to the IACP Board for penalties and sanctions against the violating company. Exhibiting companies are encouraged to protect their investment and report any violations immediately to IACP Show Management

Security Information

48. The IACP will provide perimeter security in the Exposition Hall from the beginning of exhibitor move-in through dismantle hours. Exhibitors are the primary responsible party for safeguarding their exhibit and merchandise at all times.

Fire Protection

49. All booth decorations and materials must be flame retardant in accordance with the facility regulations. If an inspection indicates that an Exhibitor has not complied with these regulations, the Exhibitor will be given the opportunity to correct the situation. If the situation is not corrected, IACP reserves the right to cancel all or such part of said exhibit, which does not conform to the regulations. Please note that it is the exhibitor's responsibility to read and follow the Fire Regulations in the online Exhibitor Kit and the Salt Palace Convention Center website.

Product Information & Food and Beverage Samples

50. Individual contracted companies interested in distributing product samples, circulars or advertising materials may only do so within the booth space assigned to the Exhibitor. Such materials shall not be distributed to the hotel rooms of the conference registrants without the IACP's prior approval or in any conference facilities.
51. All food/beverage samples distributed by the Exhibitor are to be approved in advance by the facility caterer.

Exhibitor Insurance

52. The IACP requires each exhibiting company and exhibitor appointed non-official contractors, to carry general liability insurance in an amount not less than \$1 million per occurrence. Check with your insurance company. Exhibitors are not required to send a copy of their Certificate of Insurance; however, Exhibitors must have the Certificate on-site and provide a copy if asked.

Cancellation of Exhibition

53. Neither the IACP, the Salt Palace Convention Center, their employees, nor their agents shall have any liability or obligation to the Exhibitor for cancellation or deferral of the Conference, if for a reason permitted by the agreement between IACP and the convention center, this exhibitor contract, or any other agreement among or between the parties. In the event that the premises in which the exhibition is to be held are destroyed or damaged by fire or the elements or any other cause, so that the exhibition cannot be held, or can only be partially performed (e.g., curtailed hours, services or days), the Exhibitor shall have no cause of action or claim for damages or compensation against the IACP except for the return of any amount previously paid, and in such an event, this agreement shall be terminated.

Liability

54. The IACP shall not in any manner, for any cause (including any cause of action) be liable or responsible to any exhibitor or any other person for any injury (including death), loss or damage to any person, business or property in any way related to or arising in connection with the exhibition. Without limiting the generality of the foregoing, in particular, dealings between an exhibitor and third parties, such as shippers, decorators, carriers, convention center staff or other third parties are strictly matters of contract between the exhibitor and the third party. Therefore, if an exhibitor suffers any loss, harm, injury or delay due to the actions any third-party contractor, the exhibitor will look solely to the third party for relief or remedy; IACP is not responsible or liable. Any and all claims against IACP for injuries, loss or damages are hereby waived and each Exhibitor agrees to defend, indemnify and hold harmless the IACP and its directors, officers, employees and agents (the "Indemnified Parties") against any and all claims, liabilities, losses and expenses, including reasonable attorney's fees, imposed on, incurred by or asserted against the indemnified parties caused by any act or omission of that exhibitor (or by a third party with whom exhibitor has contracted and for which loss exhibitor seeks to hold IACP liable), or occurring within the exhibit space leased by that exhibitor or arising in connection with the activities conducted by that exhibitor in connection with the exhibition. Without limiting the generality of the foregoing, the Exhibitor agrees to defend, indemnify and hold harmless IACP to the same extent, and on the same terms, that IACP is required to indemnify the Salt Palace Convention Center. Notwithstanding the foregoing, nothing in this Clause 54 shall be read to claim that IACP is attempting to indemnify itself from its own gross negligence or criminal conduct.
55. The Exhibitor acknowledges that the IACP and the Salt Palace Convention Center do not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor.

Amendment of Rules/Other

56. Inasmuch as IACP has exhibitors of all sizes and types – publicly held companies; private companies; individuals doing business as sole proprietors, partnerships or other forms; academic institutions (both public and private), governmental agencies, including at the federal, state and local level; and international exhibitors; and inasmuch as it would therefore be unfair to change these terms for some exhibitors but not others and could also subject IACP to potential litigation, IACP will not agree to any changes to the terms of this agreement. The only exceptions to this rule are any issues not specifically covered by these Terms and any changes that may be necessitated by law (e.g., a State Constitution forbidding the State to indemnify a private party). In such limited circumstances, IACP may agree to negotiate an amendment. If the parties cannot agree on amended terms, IACP will have final authority, in the exercise of sound and reasonable care and discretion, to decide the matter. Any amendments to this agreement must be negotiated and agreed to by the parties and signed at least by the party against whom enforcement is sought.
57. The IACP reserves the right to make changes, amendments, and additions to the rules at any time, and all changes, amendments and additions so made shall be binding on the Exhibitor with the provision that all exhibitors will be advised of any such changes.
58. All matters and questions not specifically covered by these rules and regulations and the Exhibitor Agreement are subject to the decision of the IACP show management, whose decisions will be final.

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