

# Forum 2009 Exhibit Space Rules and Regulations

JUNE 22-24, 2009, THE FAIRMONT CHICAGO

## Rules and Regulations

- MFA will assign booth space based upon the order in which contracts with full payment are received. No reservations of booth space will be accepted over the telephone. All booths are shown on the floorplan. MFA reserves the right to make any revisions, if necessary, to the floorplan. Exhibitors wishing to avoid assignment of space adjacent to that of a particular competitor should so indicate on the contract. Careful consideration will be given to all such requests. Contracts and payments should be mailed to: MFA, Forum 2009 Exhibits, 2025 M Street, NW, Suite 610, Washington, DC 20036-3309.
- The exhibitor will name one individual as the duly authorized representative in charge of the exhibit, who will assume responsibility for all negotiations with MFA and the official meeting and exposition decorator. This individual will receive all official correspondence from MFA referring to the exhibit and will be responsible for communicating this information to registered personnel from the exhibiting company.
- MFA shall have sole control over all admission policies at all times. All persons visiting the exhibits or attending any function of the meeting will be required to register and wear an appropriate badge while in attendance. **There will be no exceptions to this policy.**
- The installation of exhibits must be completed before Monday, June 22, 2009 by 12:00 p.m. If any exhibitor is not set up and in order by 12:00 p.m. on Monday, June 22, 2009, MFA reserves the right to reassign the space to another exhibitor or to make such other use of the space as deemed necessary or appropriate with no refund being made to the original contracting exhibitor. Any charges incurred for necessary changes to the unoccupied exhibit booth after 12:00 p.m. on Monday, June 22, 2009 shall be borne by the original contracting exhibitor.

Show hours are specified in the exhibitor prospectus and are subject to change. The exhibit area will not be open at any other time.

Exhibits are to be kept intact until the closing of the exhibits on Wednesday, June 24, 2009 at 12:00 p.m. All exhibits must be fully removed by 4:00 p.m. on Wednesday, June 24, 2009. If exhibits are not removed by that time, MFA has the right to remove the exhibits and charge the expense to the exhibitor.
- Booth size is a standard 8' x 10'. All exhibit backgrounds must conform to the following standards: no side rails or counters placed along the side rail may exceed 36 inches in height; backgrounds are limited to 8 feet in height and must not protrude from the back wall more than 36 inches; no exhibit construction will be permitted to exceed the height of the side rail except in the back one-third of the booth as noted above, or through use of a counter 45 inches in height placed perpendicular to the side rail within the booth space. The reverse side of any wing panel extending from the back wall of the display must be draped in order to avoid a raw exposure to a neighboring booth. **In addition, if an exhibitor has purchased a corner booth and has a pop-up exhibit, draping for the corner facing the aisle between the back wall and the exhibit must be purchased by the exhibitor.** If the exhibitor does not comply with the above standards, MFA will have the decorator drape the area and bill the exhibitor.
- Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them, nor shall they exhibit or permit to be exhibited in their space any merchandise or advertising materials which are not a part of their own regular products. Only one (1) exhibiting company is permitted per booth.
- Raffles or lotteries by exhibitors are permitted in the Exhibit Hall **only if they have been pre-registered with MFA.** Other items distributed from exhibit booths should contribute to the educational requirements of the professional attendee. The following items are generally approved by MFA: product/services brochures, sales videos, sales literature, newsletters, journals, publications, manuals, calculators, clocks, association information/application forms, pencils, mugs, glasses, coasters, ink pens, tote bags, key chains, luggage tags, calendars, note pads/post-it notes, letter openers, staplers/staple removers, flashlights and rulers. Items other than those listed here must be approved by MFA. There will be no exceptions to this policy. **Items appearing on the exhibit floor that have not been approved by MFA will be removed. All costs incurred by the removal of these non-approved items shall be borne by the exhibitor.** Only those items that feature the name of the company, MFA, or the meeting theme will be permitted by MFA. All literature must be distributed within the booth space assigned. MFA will not make any announcement of winners of raffles/lotteries. The exhibitor is in charge of notifying winners.
- Children 12 years of age and younger are not permitted on the exhibit floor at any time, either during exhibit set up, exhibit show hours, or exhibit tear down.
- There will be no smoking in the exhibit hall at any time.
- Neither the exhibitor nor his agents, employees, contractors, or anyone connected with or authorized by the exhibitor shall conduct or permit any sales of goods or services of any kind in the exhibit area or in any other facilities provided or controlled by the MFA Forum 2009 in connection with the MFA Forum 2009. However, order taking is permitted. Furthermore, the exhibitor agrees not to conduct or permit the receipt of legal tender or anything of value for machinery, equipment, goods, and/or services. MFA has the right to terminate the exhibitor's rights pursuant to this contract at any time after discovery of a violation of this provision. The exhibitor agrees that, in the event of termination of such violation, MFA shall retain as liquidated damages all amounts theretofore paid by the exhibitor. All expenses for removal of an exhibit canceled for the reasons set forth in this provision shall be borne by the exhibitor.
- MFA will provide guard service from 12:00 p.m. on Sunday, June 21, 2009 through 5:00 p.m. on Wednesday, June 24, 2009, and will exercise reasonable care for the protection of exhibitor's materials and displays. The furnishing of such service is in no case to be understood or interpreted by exhibitors as a guarantee to them against loss or theft of any kind. MFA or any of its officers, directors or staff, or the official service contractor or their agents will not be liable for the safety of the exhibitor's property, his agents, or employees from theft, damage by fire, accident, or any other causes.

Exhibitors wishing to insure their exhibit materials, goods, and/or wares of exhibits against theft, damage by fire, accident or loss of any kind must do so at their own expense.
- MFA will provide to the exhibitor as part of the regular booth rental fee the following standard booth decorations for each exhibit: eight foot (8') high curtain backgrounds; thirty-six inch (36") high curtain sidewalls, and 7' x 44" standard identification sign indicating exhibitor's name and booth number.
- Exhibitors or their agents may not allow any articles to be brought into the Exhibit Hall or permit any act to be done on the premises which will invalidate the insurance or increase the premium on the policies held by MFA, or the official service contractor, nor permit anything to be done by their employees through which act the premises, property, or equipment of other exhibitors will be damaged. No signs or equipment of other exhibitors will be damaged. No signs or articles can be affixed, nailed, or otherwise attached to walls, doors, etc. in such a manner as to deface or destroy them. In addition, no attachments can be made to the floors by nails, screws, or any devices that would damage them. All space is leased subject to these restrictions. Violations of these rules will annul the exhibitor contract, and this person will be held liable for any damage resulting from such violation.
- MFA reserves the right to decline to permit an exhibitor to conduct and maintain an exhibit if, in the judgment of MFA, said exhibitor or exhibit, or proposed exhibit, shall, in any respect, be deemed unsuitable. This reservation relates to persons' conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other items, without limitation, that affect the character of the exhibit.
- Audio presentations must be muffled so noise does not interfere with other exhibitors. Extremely loud noises such as bells, sirens, buzzers, etc., will not be permitted in order to maintain a businesslike atmosphere.
- The exhibitor shall be responsible for securing any and all necessary licenses or consent for a) any performances, displays, or other uses of copyrighted works or patented inventions, and b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third-party used, directly or indirectly, by the exhibitor. The exhibitor agrees hereby to indemnify, defend and hold MFA harmless from and against any claim of liability and any incident resulting from loss, cost or damage (including costs of lawsuit and attorney's fees) for failure to obtain these licenses or consents and/or for infringements or other violations of the property rights or the rights of privacy or publicity of any third-party.
- No distribution of food and/or beverages in any form (fresh or prepackaged) from the exhibit booths will be allowed, unless expressly approved by MFA. Individually wrapped candies are exempt from this rule.
- All efforts to advertise, demonstrate, and operate the exhibit must be conducted so as not to trespass on the rights of other exhibitors and visitors.
- Any "unusual booth activity" outside of the standard sales and product education must be approved by MFA.
- Violation of any of these regulations on the part of the exhibitor, his employees or agents, shall annul their right to occupy space, and such exhibit will forfeit to MFA all monies which may have been paid. Upon evidence of violation, MFA may re-enter and take possession of the space occupied by the exhibitor and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages which MFA may thereby incur.
- The exhibitor indemnifies and agrees to hold harmless MFA and their actions, losses, costs, damages, claims and expenses (including attorney's fees) arising from any damage to property or bodily injury to exhibitor, his agents, representatives, or employees by reason of the exhibitor's occupancy or use of the exhibition facilities.
- All materials used in the exhibit area must be flameproof and fire resistant in order to conform to local fire ordinances and in accordance with regulations established by the National Association of Fire Underwriters. Crepe paper, corrugated paper, flameproof or otherwise, will not be permitted. Display racks, signs, spot-lights, and special equipment must be approved before use, and all displays are subject to inspection by the Fire Prevention Bureau. Any exhibits or parts thereof found not to be fireproof may be ordered dismantled. All aisles and exhibits must be kept clear at all times, and fire stations and fire extinguisher equipment are not to be covered or obstructed. Absolutely no storage of any kind will be permitted.
- MFA will select an official service contractor to provide all services required: carpet, furnishings, accessories, tables, drapery, labor to erect and dismantle exhibits, signs, freight, electrical requirements, phones, flowers, plumbing, models, etc.

An exhibitor's service kit will be mailed 30 days prior to the meeting with order forms, rates, and instructions on the services provided. Please write to the official service contractor for any special requirements, and every effort will be made to meet your needs. An exhibitors' service desk will be available during the hours of setup and tear down.
- Persons must be full time employees of the exhibiting company or their representatives in order to set up, decorate or dismantle booths. Should assistance be necessary beyond that provided by your employees, then labor must be provided by the official service contractor. Labor may be ordered in advance or at show site through the official service contractor. Exhibitors may contract the services of installation and dismantling (I&D) companies; however, MFA must be notified of this arrangement in writing.
- DO NOT SHIP EXHIBIT MATERIALS TO THE FAIRMONT CHICAGO. To ensure proper handling and receiving, shipments should not be addressed to the Fairmont Chicago. The Fairmont Chicago has no provision to accept shipments at ANY TIME. ALL COSTS involved in transferring the exhibit materials from the Fairmont Chicago to the decorator will be the responsibility of the exhibitor. Information on shipping methods and rates will be mailed with service kits. Shipments are to be prepaid.
- Cancellations of exhibit space must be directed in writing to: MFA, 2025 M Street, NW, Suite 610, Washington, DC 20036-3309. Cancellations received by May 26, 2009 will be refunded 50% of the exhibit fee. No refunds will be given for cancellations made after May 26, 2009. All sales are final after May 26, 2009.
- In the event of cancellation of exhibits due to fire or the elements, strikes, government regulations, or other causes beyond MFA's control, MFA shall not be held liable for failure to hold the MFA Forum 2009 exhibit as scheduled, and this contract shall not be binding. MFA shall determine the amount of the exhibit fees, if any, to be refunded.
- No exhibitor activities other than those specified in this contract shall be scheduled during the time of the official MFA program or scheduled exhibit hours except with express written permission of MFA.
- MFA shall have sole authority to interpret and enforce all rules and regulations contained herein, to make any amendments thereto, and to make such further rules and regulations as shall be necessary for the orderly conduct of the MFA Forum 2009. Written notice of any amendments or interpretations shall be given to exhibitors.
- Americans with Disabilities Act (ADA) - Each exhibitor shall be responsible for making their exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act, and shall hold MFA harmless from any consequences of the exhibiting company's failure in this regard.
- Questions or comments should be directed to Tina Hochberg, Conference Manager, or Lauren Houck, Exhibits Coordinator, at 202.367.1172. Written comments may be forwarded to MFA, 2025 M St., NW, Suite 610, Washington, DC 20036-3309.**