



USA Gymnastics 2011 National Congress Trade Show Rules & Regulations

1. The following Rules & Regulations will govern and bind all exhibitors at the 2011 National Congress and Trade Show hereinafter called the Trade Show, to be held at the St. Paul River Centre, St. Paul, MN, August 17-20, 2011 and are a part of the Exhibit Space Application. USA Gymnastics, hereinafter called Show Management, hereby leases, subject to the Rules and Regulations contained herein, to exhibitors, the booth(s) at them Trade Show in accordance with exhibit space rental charges set forth on the Exhibit space Application, to be used by the exhibitor for the purpose set forth herein among said Trade Show. Show Management has the right to reject or cancel any Exhibit Space Application. Applications will be accepted on the discretion of the Show Management. If an exhibitor cancels contract after July 1, 2011 the exhibitor is liable for full payment of the contract. Any other cancellation prior to July 1, 2011 will result in a \$100 administration fee per booth.

2. Installation and Removal. Exhibitors will set up displays and unload materials on Tuesday, August 16, from 9:00a.m. to 4:30pm and Wednesday, August 17, from 8:30am-4:00pm. Exhibits must be removed from said premises by 6:59 p.m. on Saturday August 20th. In the event exhibit space is not vacated by the exhibitor within such time, Show Management is authorized to remove from said space, at the expense of the Exhibitor, all goods, merchandise, and property of any and all kinds that may then occupy any portion of said space for which the term of the contract has expired, and Show Management shall not be liable for any damage or loss of such goods, merchandise or other property, or to the space from which removed, by reason of such removal. Any such property left by the exhibitor after the time for removal thereof shall be deemed abandoned by the exhibitor. Show Management or its agent is hereby expressly released from any and all such claims for damages of any kind or nature arising from such removal.

3. Use of Exhibit Space. No exhibitor shall sublet or share the space allotted with any other business or firm unless prior written approval has been obtained from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in this display except products sold by a parent or subsidiary company of the exhibitor. Exhibitor shall not obstruct access to any portion of the sidewalks, entrances, aisles, doorways, and all ways of access to public utilities pertaining to the exhibit hall premises. Exhibitors shall be responsible for keeping their exhibit staffed, neat, clean, and orderly at all times, and shall act so as to comply with these rules and regulations and those imposed by the manager or owner of the building.

4. Mechanical Failure/Acts of God. Exhibitor expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, failure or impairment of the roof or any water supply system, drainage system, heating system, electrical system, ventilation system, refrigeration system, or other mechanical system leading to or on the exhibition hall premises. In the event the exhibition hall premises, or any part thereof is damaged by fire or if it for any other reason,

including strikes, war, weather, state of emergency, failure of utilities, or act of God which in the opinion of Show Management renders fulfillment of the Contract by Show Management impossible, the exhibitor hereby expressly waives, releases and discharges Show Management or the owner or manager of the exhibition hall, and their agents, from any and all demands, claims, actions, and causes of action, in law or inequity, arising from any such causes.

5. Insurance Requirements. Each exhibitor is responsible for keeping their leased space free from any dangerous conditions that might cause injury to persons coming upon the premises or damage to property. Show Management and its officers, employees and agents shall not be liable to the exhibitor, agents, employees, or any other person coming into the space leased by the exhibitor for injury to the person or property of any such persons and the exhibitor undertakes to fully indemnify and hold harmless Show Management and the Sheraton Dallas Hotel as to any such liability. Each exhibitor is responsible to insure their own property while on the Exhibit Hall premises and while in transit to and from the Exhibit hall. Insurance Certificates are required that meet specified limits of insurance as outlined by Show Management. Neither show management nor the Sheraton Dallas Hotel are in any way responsible for damages or theft to exhibitor's property at any time before, during or after.

6. Exhibitors Authorized Representative. Each Exhibitor must name one person to be the representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the Exhibitor shall be responsible. The Exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, children 12 years of age and under will not be admitted to the exhibit halls, without a parent or guardian, at any time.

7. Arrangement of Exhibits. Each Exhibitor is provided an official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit and/or the provisions set forth herein. Exhibits not meeting the above conditions will be prohibited from functioning at any time during the exposition.

8. Exhibits & Public Policy. Each Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition. Compliance with such laws is mandatory for all Exhibitors and the sole responsibility is that of the Exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual Exhibitor's space, materials and operation is concerned. Should an Exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame proofed and all hangings must clear the floor. Electrical wiring must conform to National Electrical Code Safety Rules. If inspection indicates any Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at Exhibitor's expense. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the Exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City and State fire regulations. Independent contractors must conform to IAEM, ESCA, and ED&PA guidelines. All exhibit labor must comply with established labor jurisdictions.

9. Storage of Packing Crates and Boxes. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period, but these, when properly marked, will be stored and returned to the booth by service contractors. It is the Exhibitor's responsibility to mark and identify his crates. Crates

not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Because of the lack of storage facilities, it may be necessary to store empty crates and cartons outside the building. Every effort will be made to protect the crates from the elements, but neither Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged at prevailing rates. Crates, boxes or other materials unclaimed by the Exhibitor after the Show will be removed at the Exhibitor's expense. Exhibitors will be billed by Show Contractors for removal time and materials at prevailing rates.

10. Operation of Displays. Show Management reserves the right to restrict the operation of, or evict completely, any exhibit that, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so-called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or promotions.

11. Contest, Drawings AND Lotteries. All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the exposition.

12. Live Animals. Live animals are prohibited.

13. Models. Booth representatives, including models or demonstrators, must be properly and modestly clothed. Excessively revealing attire is prohibited.

14. Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent Exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens.

15. Literature Distribution. All demonstrations or other activities must be confined to the limits of the Exhibitor's booth space. Distribution of circulars may be made only within the space assigned to the Exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by Exhibitors in the aisles, meeting rooms, registrations areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

16. Social Activities. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official Show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management.

17. Indemnification. Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor, or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result proximate or remote,

of the violation by Exhibitor or any agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be in effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

18. Care of Building and Equipment. Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or Show equipment and décor. When such damage appears, the Exhibitor is liable to the owner of the property so damaged.

19. Americans with Disabilities Act. Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless Show Management and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

20. Other Regulations. Any and all matters not specifically covered by the preceding rules and regulations shall be subject to the decision of Show Management. THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREE TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMMENDMENTS OR ADDITIONS THERETO IN CONFIRMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR APPEAL.

