

TECHNOLOGY SUMMIT INTERNATIONAL

International Association of Fire Chiefs



2023 Rules & Regulations

CONTRACTUAL OBLIGATIONS

These rules and regulations form part of the Exhibitor Agreement made between the International Association of Fire Chiefs (the "IAFC") and the Exhibitor.

Neither the Exhibitor Agreement nor any booth or display space request or allocation will be binding on the IAFC unless and until the exhibitor completes signs and returns the Exhibitor Agreement; nor issues payment in accordance with said agreement.

The IAFC is hereby authorized to assign exhibit space based on availability and in accordance with the Exhibitor's choice whenever possible. The IAFC reserves the right to alter the location of exhibit spaces, at its sole discretion, in the best interest of the exhibition.

If an exhibitor fails to abide by the regulations of the exhibition as set forth, then the contract between the IAFC and the Exhibitor will be terminated. The exhibition regulations constitute a portion of the contract between the IAFC and the Exhibitor. Therefore, any failure on the part of the exhibitor to comply with the regulations represents a default on, and termination of the contract. Should the contract be terminated in this manner, the Exhibitor shall forfeit the amount paid for space rental, regardless of if the IAFC enters into a further lease of the space involved. Interpretation and application of the regulations are within the sole discretion of the IAFC and decisions by the IAFC are final.

Any Exhibitor, who, in the opinion of the IAFC show management, conducts themselves unethically, will be subject to ejection from the conference and/or forfeit the right to exhibit in subsequent years. No disruption of the conference or any exhibitor's right to conduct business will be tolerated.

Payment/Refund Policy

Booths reserved on or before May 31, 2023 require a 50% deposit due with the Exhibitor Agreement, and the final 50% is due June 1, 2023. Booths reserved on or after June 1, 2023 and after require full payment. Exhibitors may not occupy assigned space until all monies due to the IAFC are paid-in-full. **A \$200 late fee will be added to your account if payment is not received by June 30, 2023.**

Cancellation of exhibit space must be made in writing and confirmed by IAFC. Properly requested refunds will be provided per the following schedule:

On or before June 1, 2023 - The IAFC retains 50% of the total amount. If payment has not been received, 50% of the total amount is due.

After June 1, 2023 - The IAFC retains 100% of the total amount. If payment has not been received, 100% of the total amount is due.

Subletting of Space

Contracted exhibitors who have paid for space assignments shall not assign, sublet, or share any space allocated to them without prior written permission from the IAFC, and may not 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.

No other person, firms, organizations, or companies shall be permitted to display or demonstrate their products or services or distribute advertising materials to conference attendees in any conference area. Non-compliance with this regulation will result in the prompt removal of the offending person and property from the area.

Cancellation of Exhibition

Neither the IAFC nor the Convention Center, their employees and agents shall have any liability or obligation to the Exhibitor for cancellation or deferral of the Conference. 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 the exhibition cannot be held, the Exhibitor shall have no cause of action or claim for damages or compensation against the IAFC except for the return of any amount previously paid, and in such an event, this agreement shall be terminated. Neither party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, pandemics, strikes, lockouts, fires, acts of God, terrorism, cancellation of the trade show, or any other activities or factors beyond its control that makes it inadvisable, impractical, or impossible to hold the event, whether similar or dissimilar to any of the foregoing. If IAFC is unable to legally convene due to ordinances put in place by local, state, and/or federal governments, exhibitors will be given the option to utilize their paid booth fee towards a virtual booth (if applicable), receive a refund of the paid booth fee or transfer paid booth fee to the next IAFC event. It shall not, however, be entitled to reimbursement for out-of-pocket expenses incurred in connection with the event. Should any contingency prevent holding of the event, this lease shall terminate, and the exhibitor waives any claim for damages or compensation, and neither party shall have any further obligations against the other, except that IAFC shall refund to the exhibitor the amounts paid under the Agreement, less a pro rata share of IAFC's actual expenses incurred in connection with said trade show. Said pro rata share of IAFC's actual expenses is to be determined on the basis of the number of square feet of floor space assigned to the exhibitor in relation to the number of square feet of floor space assigned to all other exhibitors at the trade show under similar contracts with IAFC. Exhibitors who decide to cancel their participation prior to an official event cancellation announcement from IAFC will do so in accordance with the normal cancellation schedule and will not be eligible for any additional refunds should IAFC be forced to cancel the event at a later date.

Liability

The IAFC shall not in any manner or for any cause be liable or responsible to any exhibitor or any other person for any injury or damage to any person, business or property in any way related to or arising in connection with the exhibition; and any and all claims for such injuries or damages are hereby waived and each Exhibitor agrees to indemnify and hold harmless the IAFC 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 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.

The Exhibitor acknowledges that the IAFC and the 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.

Insurance

General liability coverage is provided by Rainprotection for all exhibitors that are paid in full. This is a safeguard measure in the event an accident occurs within your booth. Exhibitors do not need to submit a Certificate of Insurance unless they will be utilizing an Exhibitor Appointed Contractor (EAC) to install or dismantle their booth. If the Exhibitor uses a non-official contractor, the EAC must supply their own compliant proof of insurance.

Intellectual Property

The Exhibitor represents and warrants to IAFC that no products or materials used in or about its exhibit infringe the trademarks, patents, copyrights, or other intellectual property rights of any third party. The Exhibitor shall immediately notify IAFC of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, patents, copyrights or other intellectual property rights. The Exhibitor shall indemnify, defend and hold IAFC and its directors, officers, employees, and agents harmless from and against all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to claims of infringement by Exhibitor of the trademarks, patents, copyrights, or other intellectual property rights of any third party. Notwithstanding the foregoing, IAFC shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, patents, copyrights or other intellectual property of any third party arising out of the actions of Exhibitor.

BOOTH CONSTRUCTION AND DESIGN

Every exhibit space should allow for the visibility of other spaces. To ensure that every exhibitor has reasonable sight lines to the aisle, the following rules for booth construction have been adopted.

8x10 booth: Each exhibiting company also receives 1 skirted table, 2 chairs, wastebasket and company identification sign.

GENERAL INFORMATION

Character of Exhibit

The IAFC reserves the right to decline an exhibitor permission to conduct, maintain and exhibit if, in the sole judgment of the IAFC Show Management, said exhibitor shall in any respect be deemed unsuitable or offensive to other individuals. This reservation includes, but is not limited to, personnel 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 IAFC. Any Exhibitor, who, in the opinion of the IAFC show management, conducts themselves unethically, will be subject to ejection from the conference and/or forfeit the right to exhibit in subsequent years. No disruption of the conference or any exhibitor's right to conduct business will be tolerated.

Eligible Exhibitors

Any firm/company that markets products for or provides services to the fire and rescue industry is eligible to exhibit. The IAFC reserves the right to determine the eligibility of any company, product, promotion or part thereof that in its opinion is not in keeping with the character and purpose of the trade show. Political parties and candidates for local, state or national office are not eligible to exhibit.

The IAFC reserves the right to remove or prohibit any exhibit in whole, or in part, or any Exhibitor or representatives, with or without cause. If cause is not given, liability shall not exceed the return to the Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is removed for violation of these Rules and Regulations, or for any other stated reason, no return of rental shall be made.

No company or industry will be permitted to exhibit or hold any sponsored activity in any of the conference facilities including hotels designated as part of the conference-housing complex, without the express permission of the IAFC. All exhibitors and meeting attendees are invited to the exhibit floor, any company or attendee who is observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the IAFC Exhibition Policy, will be asked to leave immediately. Additional penalties may be applied. IAFC recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite; a restaurant, club or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than the exhibition floor and at other events. IAFC's policy is that they must be informed of any hospitality suites and expressed consent must be received prior to the event.

Exhibit Staff

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 morning and staff it throughout each day until show closing. Exhibit personnel shall wear professional attire consistent with the conference decorum.

No person under 16 years of age will be permitted on the floor during move-in or move-out.

Exhibitor Representative

The Exhibitor will be responsible for designating an official authorized agent who will be the primary contact to work with IAFC 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 of furniture, signage, utilities, etc. The Exhibitor Representative shall be authorized to enter service contracts as may be necessary and for which the Exhibitor is responsible. This agent shall receive all official correspondence from the IAFC and be responsible for communicating all information to appropriate individuals.

Fire Protection

All booth decorations and materials must be flame retardant in accordance with the Convention Center regulations. If an inspection indicates that an exhibitor has not complied with these regulations or otherwise incurs a fire, the exhibitor will be given the opportunity to correct the situation. If the situation is not corrected, IAFC 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 these fire regulations. Please make sure to review the Fire Regulations in the *Exhibitor Service Manual*.

Performance of Music or Motion Picture

If any copyrighted materials are to be played at your display, you must obtain the necessary licenses from the copyright owner or licensing agency representing the copyright owner. Music or video being played for the sole purpose of demonstrating a product (speakers, screen, etc.) is permissible without a license.

Licensing is required when music or video is being played for entertainment purposes (live or recording such as CDs, DVDs, records, tapes). The proper license must be posted in your booth and available for inspection at the request of property authorized agents of the American Society of Composers, Authors and Publishers (ASCAP) Broadcast Music Inc (BMI), or SESAC.

Neither International Association of Fire Chiefs nor the Wildland Urban Interface has a license; therefore, exhibitors are responsible for obtaining their own licensing.

Product Information/Food and Beverage Samples

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 IAFC's prior approval or in any area of the conference facilities that is or is not an assigned area of the IAFC.

All food/beverage samples distributed by the IAFC or the Exhibitor are to be approved in advance by the center.

Exhibiting companies may only hold hospitality or off-site events during non-exhibit hours. No events may take place while the show floor is open without show management approval.

Retail Sales

Sales will be permitted on the exhibit floor. The Exhibitor assumes entire responsibility for the collection of any applicable sales taxes on any sales made on the exhibition premises.

Security Information

Show Management will provide reasonable security protection when exhibits are closed, but the safekeeping of the exhibitor's property shall remain the responsibility of the exhibitor. Each exhibitor is encouraged to purchase a portal-to-portal rider (available at a nominal cost) on their own insurance policy, protecting them against loss through theft, fire, damage, etc. Please do not leave valuables such as laptops, PDA's, purses, briefcases, plasma screens and cell phones

unattended in your booth at any time. If you will be leaving valuables in your booth overnight, we recommend that you retain the services of the official security company for your booth.

Sound Regulations

In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned to direct sound into the booth rather than into the aisle. Rule of thumb: Sound and noise should not exceed 85 decibels.

GENERAL RULES AND REGULATIONS

- Exhibits must be staffed always during the meeting. Those companies that do not keep their booths staffed and operating until the official closing time jeopardize their participation at future IAFC meetings and will be charged a fee.
- Character of the exhibits is subject to the approval of IAFC. The right is reserved to refuse applications not meeting standards required or expected, as well as the right to curtail exhibits or parts thereof, which reflect against the character of the meeting.
- Canvassing or distributing advertising matter outside the exhibitor's own booth is not permitted.
- Solicitations of business or non-profit conferences in the interest of business, except by exhibiting firms are prohibited.
- Electrical or other mechanical apparatus must be muffled so noise does not interfere with other exhibitors.
- No exhibitor may enter another exhibitor's booth without permission.
- Photographing or examining another exhibitor's equipment/booth without permission is forbidden.
- Photo/Video shoots on the show floor require prior approval.
- 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. No part of an exhibit shall extend outside of the exhibit space boundary. All materials, items, etc. must be contained within the space assigned to the exhibitors as per the completed agreement and in accordance with booth construction guidelines found herein.
- The exhibitors shall care for their own exhibits and take such steps and precautions as may be necessary to prevent injury or damage to themselves or their exhibits. The Exhibitor shall not place in the exhibit area any material, equipment, apparatus or goods that will in any manner be dangerous or calculated to cause injury to any persons encountering them or result in fire or damage to the building or exhibits. Any such item which may be a hazard to persons or property shall be removed forthwith.
- Nothing shall be posted, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture. 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 IAFC, the Center, other exhibitors or visitors. Exhibits that defame or unfairly attack the products or integrity of another Exhibitor, or exhibit that disturb or disrupt the exhibits of another, through audio or video displays or otherwise, are also prohibited.

AMENDMENT OF RULES / OTHER

The IAFC 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.

All matters and questions not specifically covered by these rules and regulations and the Exhibitor Agreement are subject to the decision of the IAFC show management, whose decisions will be final.