

Auto Glass Week™ 2019

Rules and Regulations

Auto Glass Week Owned and Event Managed by: Key Media & Research, publisher of AGRR™ Magazine

Please reserve booth space for my/our use at Auto Glass Week managed by Key Media & Research. (Exhibit Management or EM) to be held at the Indiana Convention Center, Indianapolis, Indiana, September 4-6, 2019. Hereinafter Key Media & Research, and AGRR™ are referred to as Exhibit Management or EM. Indiana Convention Center and JW Marriott Indianapolis are hereinafter referred to as the Facility. Sponsoring associations are hereinafter referred to as the Associations. Auto Glass Week is hereinafter referred to as the Event. Hereinafter Auto Glass Week Sponsor, Supporters and Exhibitors are referred to as Sponsors. Each Sponsor will receive with their display area an 8 feet high wall drape; 3 feet high side wall drapes, and one booth package (per company) which includes: two chairs, one 6' draped table, one wastebasket and a company ID sign (44" x 7"). Hall is not carpeted.

1. THE ASSOCIATIONS EXHIBITION MANAGEMENT AND LEASOR:

Exhibit Management (EM) is Key Media & Research which manages Auto Glass Week. These rules and regulations constitute an essential part of the contract for the exhibit space. EM reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the exhibition. EM reserves the right to decline, prohibit or expel any exhibit which in its judgment, is out of character of the exhibition and/or is in violation of this contract or any rules and regulations now or hereafter in effect. This reservation is inclusive of persons, things, printed matter, products, conduct, etc. Dimensions of all exhibit areas are believed to be accurately stated on the floor plans, but any discrepancies are not the fault of EM and may occur.

Sponsors questioning whether or not their product or display is in keeping with the Events standards are advised to write to the Events Manager well before the Event or to forward an artist's rendering of the proposed display. Sponsors are held liable for compliance to the Events standards as set forth herein and are therefore responsible for informing third parties such as display houses, installation and dismantle firms, etc. of the rules under which their display may be erected, operated and dismantled.

2. VENUE:

Facility lighting does not illuminate all areas evenly and effectively and neither EM nor the Associations will assume responsibility for providing

additional lighting. The Sponsor can order additional lighting at the prevailing rates. (See Sponsor Service Manual.) EM will not assume responsibility for the temperature levels of the exhibit hall during set-up, event and tear-down. EM and the Associations reserve the option, for any reason, to substitute comparable display space required by unforeseen circumstances. Sponsors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities having jurisdiction over the exhibit facility or the conducting of said exhibit, together with the rules and regulations of the owners and/or operators of the facility in which the exhibition is held.

3. USE OF EXHIBIT SPACE:

A. SHARING OF SPACE IS PROHIBITED.

Sponsor agrees not to assign space to divisions or distributors of products. You may not remove your three foot side rail in an effort to enlarge your booth space by conjoining with your neighbor. If you wish to have an additional entity, a separate sponsorship and booth space for that company will be required. Only one company name will be represented per booth and/or on the badges.

B. SUBLETTING OF SPACE:

Sponsor agrees not to assign, sublet, or apportion space or any part thereof allotted to it, not to exhibit or advertise goods other than manufactured or sold by it in the regular course of business unless approved in writing in advance by EM.

C. SOLICITATION:

Distribution of advertising

material and Sponsor solicitation of any sort shall be restricted to the Sponsor's booth. Sponsor's exhibit or product may not extend into any aisle or outside contracted booth space. No Sponsor shall arrange his/her exhibit so as to obscure or prejudice adjacent Sponsors in the opinion of EM. If a Sponsor uses more space, inside or out, than contracted, EM will bill the Sponsor for the excess space inside and out used. The bill must be paid in full before the Sponsor may participate in any future events.

D. IRREGULAR ACTIVITIES:

No activities will be permitted in any exhibit space that are contrary to law or the rules of the Event, or which will disturb sponsors in the immediate area. No person, firm or organization which has not regularly contracted with EM for occupancy of space in the Event will be permitted to display or demonstrate any products, processes or services, to solicit orders, wear identification other than that of the contracting Sponsor, or to distribute advertising or other materials at the Event. Any infringement of this regulation will result in prompt removal of the offending person from the Event. Sponsors may not enter the booths of other Sponsors without invitation. No Sponsor may call or invite a visitor out of one exhibit and into its' own. Sponsors must remain within their own exhibit space in distributing literature, product samples, or other materials. The aisles may not be used for this purpose. Sponsors may not serve or dispense food or beverages (non and alcoholic) of any type

from their exhibit space without the written permission of the authorized concessionaire and EM. Booth must be occupied by sponsor at all times.

No helium-filled balloons are permitted. Any balloons must be air filled only. Loose balloons are strictly forbidden. Sponsors will be subject to a labor charge to retrieve loose balloons.

E. STICK-ON MATERIALS:

Decals or other similar stick-on materials are not permitted, with the exception of name badges.

F. WIRELESS SYSTEMS:

Sponsors/exhibitors may not install, operate, broadcast, or permit any rogue wireless systems within the premises. Equipment broadcasting in the 2.4 GHz and 5 GHz frequency ranges is strictly prohibited.

4. SPONSOR INSURANCE:

All property of the Sponsor is understood to remain under its custody and control in transit to and from or within the confines of the exhibit area. EM, the Associations and the Facility do not maintain insurance covering Sponsor's property and Sponsor hereby releases and discharges all such parties from any and all liability with respect to damage or injury to Sponsor's property, regardless of the cause thereof, regardless of the cause thereof. Sponsor must carry Comprehensive General Liability coverage with an Insurance Carrier authorized to do business in the state of Indiana, and with an A.M. Best's rating of no less than A-(7 or better), including premises, operations and contractual liability coverage of at least \$2,000,000 for Personal Injury Liability, and \$1,000,000 for Property Damage Liability, and statutory workmen's compensation with Employer's Liability with a limit of \$500,000 or insurance in full compliance with all federal and state laws and covering all of Sponsor's employees engaged in the performance of any work for the Sponsor at the Event. Sponsor must carry an auto policy with the same limits of liability if a vehicle is displayed in the exhibit booth. Certificates of insurance detailing

liability amounts must be submitted to EM by **July 15, 2019**.

5. DISABILITY PROVISIONS:

Sponsor represents and warrants (1) that its exhibit will be accessible to the full extent required by law; (2) that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by that Act; and (3) that it shall indemnify and hold harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against EM and the Associations; their officers, directors, agents or employees on the basis of the Sponsor's breach of this paragraph or non-compliance with any of the provisions of the ADA. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information line, 800/514-0301 and from the ADA Website at www.usdoj.gov/crt/ada/adahom1.htm

6. FORCE MAJEURE:

In the event the Facility or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event as a result of fire, flood, hurricane or threat of hurricane weather, acts of God, tempest or any other such natural cause or as a result of governmental intervention, malicious damage, acts of war, terrorism, inability to obtain labor, strikes, lockouts, lack of materials, governmental restrictions, enemy actions, civil commotion, unavoidable casualty, health emergency declared by the U.S. Federal Government or any other natural cause or agency over which EM has no control, or should EM decide that because of any such cause it is necessary to cancel, postpone, or re-site the Exhibit, or reduce the installation time, exhibit time, or move-out time, EM shall not be liable to indemnify nor reimburse the Sponsor in respect of any rent or fees, damage or loss, direct or indirect, arising as a result thereof.

7. SPACE ASSIGNMENT:

Every effort will be made to assign the Sponsor to one of its chosen spaces; however, EM reserves the right to make the final space assignment or to change the space assignment after the Sponsor's application is accepted should it be necessary in the best interest of the Event.

8. ATTENDANCE:

EM shall have sole control over admission of visitors to the exhibits according to the rules and regulations of the Event or as established by EM. Children will be permitted on the exhibit floor during show hours only. Children are not allowed in the seminar rooms. Children badges are subject to applicable registration and attendee rates. Children are defined as younger than 18 years of age on the first day of the event.

9. RESPONSIBILITY:

Sponsor assumes responsibility and agrees to indemnify and defend EM and the Associations and the facility and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises. The Sponsor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to sponsor's displays, equipment and other property brought upon the premises of the facility and shall indemnify and hold EM, the Associations and Facility and their agents, servants and employees from any and all such losses, damages and claims. The Sponsor understands that neither Key Communications Inc., nor the Facility, nor EM maintain insurance covering the Sponsor's property and it is the sole responsibility of the Sponsor to obtain such insurance.

10. LIABILITY:

The Sponsor indemnifies and agrees to hold harmless the Facility, EM, the Associations and their officers, directors, employees and agents, from and against any actions, losses, costs, damages, claims and expenses (including attorney's fees) arising

from any damage to property or bodily injury to Sponsor, his agents, representatives, employees by reason of the sponsor's occupancy or use of the Facilities. Although guard service may be furnished for the Exposition, neither EM, the Associations nor the Facility can or will be responsible for damage to, loss, or theft to property belonging to or injury to any Sponsor, his agent, employees, business invitees, visitors, or guests. Each Sponsor is expected to carry his own appropriate insurance. The Sponsor shall protect, save and hold EM, the Associations and the Facility forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the Sponsor or those holding under the Sponsor, except for any damages or charges directly caused by the negligence of any of the foregoing indemnified persons or entities, as well as to strictly comply with the applicable terms and conditions contained in the agreement between the Facility, EM, the Associations or regarding the exposition premises; and further, the Sponsor shall at all times protect, indemnify, save and hold harmless EM, the Associations, and the Facility against and from any and all losses, costs (including attorneys' fees), damage, liability, or expense arising from or out of or by reason of any accident or bodily injury or other occurrence to any person or persons, including the Sponsor, its agents, employees, and business invitees, which arises from or out of or by reason of said Sponsor's occupancy and use of the exposition premises or a part thereof, except for those matters directly caused by the gross negligence of the foregoing indemnified entities or persons and gives up rights for an attorney.

Sponsor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the EM and their officers, board members, employees, agents and representatives (collectively "Indemnitees") from and against all claims, damages, losses and expenses, including attorneys' fees, involving bodily injury, sickness, disease or

death (including, but not limited to, claims by Sponsor's employees, agents, representatives and volunteers, as well as claims, by those who attend the Event or are in the Facility, the general public or any other third party), or injury to or destruction of tangible property (including the loss of use resulting there from) which are caused (or are alleged to be caused) in whole or in part of any acts, errors, omissions, conduct, operations, sales of products or rendering of services by EM, its employees, agents, contractors, volunteers or anyone for whose acts EM is responsible, regardless of whether such claim, damage, loss or expense is caused in part by one or more Indemnitees.

In any and all claims against an Indemnitee by any employee of the Sponsor (or by an employee of anyone for whose acts Sponsors may be responsible), the indemnification obligation as set forth herein shall not be limited in any way or any limitations on the amount or type of damages, compensation or benefits payable by or for the Sponsor (or by or for others for whom the Sponsor is responsible) under Workers' Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

11. SECURITY:

Leasor may provide perimeter security guard service; however, Sponsor should insure its own exhibit and display materials from place of shipment to the exhibition facility and return, including the period during which materials remain in the exhibition, covering all risks (liability, fire, theft, damage, etc.). The sole intent of security is to provide visible deterrence. It is recommended that if sensitive or valuable items are on display, the sponsor remove the items during non-event hours, and/or hire a security guard. It is understood that security offers no guarantee against theft, pilferage, robbery, vandalism, or any loss or damage to property or premises.

12. DAMAGE TO PROPERTY:

The Sponsor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other Sponsor's property. The Sponsor may not mar, tack, make holes, apply paint, lacquer, adhesives or other coating to building columns, walls and floors or to standard booth equipment.

13. UNION LABOR:

Sponsors shall be bound by all contracts in effect between service contractors, the Facility and labor organizations.

14. NON-OFFICIAL CONTRACTORS:

Sponsors must notify EM in writing by **July 15, 2019** of their interest to use the services of contractors other than those selected by EM for installation & dismantling. Sponsor must obtain written approval from EM prior to providing its own independent contractors. The Sponsor is responsible for ensuring that any Sponsor-appointed contractors supply EM with a valid Certificate of Insurance, naming EM as additional insured.

15. SPONSOR SERVICE MANUAL:

EM will furnish a Sponsor Service Manual to the Sponsor prior to the exhibition. This manual will include specifications for shipping, exhibition hours, set-up hours, tear down hours, security, drayage, labor requirements, labor rates, electricity, lighting, water, carpeting, furniture, wi-fi, etc. This manual is to be read over carefully by the person in charge of preparing the exhibit and is incorporated herein. Requests for special orders and services not covered in the kit should be sent to the attention of the Official Decorator and/or the Exhibit Manager not less than 90 days before the events opening.

16. SERVICE ORGANIZATIONS:

EM shall designate contractors to perform work at Sponsor's expense where not otherwise done by EM pursuant to this Contract. Where union personnel are required by the Exhibition

Facility or by contractors involved, it shall be the Sponsor's responsibility to comply with such requirements, in no event shall EM be responsible for the conduct of contractors or their employees. EM assumes no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or the Exhibition Facility.

17. EXHIBIT BOOTHS AND DISPLAYS:

A. EM shall provide: A standard exhibit booth consisting of a curtained backwall eight (8) feet in height and dividing siderails three (3) feet in height and one booth package per company to included: one 6' draped table, two chairs, one wastebasket and one standard identification sign (44" x 7"). The hall is not carpeted. Electricity and/or water shall be contracted with the Decorator or the Convention facility as outlined in the Sponsor kit.

B. Exhibits in linear booths (side x side) may be placed in the booth area not more than five (5) feet forward from the backwall of the booth. A maximum back wall height limitation of eight (8) feet. All parts of the exhibit in any portion of the booth beyond five (5) feet from the backwall shall be placed so as not to exceed the height of 42 inches.

Regardless of the number of linear 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 sponsors. **Submit booth plans and blueprints to EM's approval no later than July 15, 2019.**

C. Sponsors contracting for peninsula booths may face their display toward the cross aisle. Any portion of the exhibit abutting another exhibit must have the backside of the portion finished or draped, and not carry identification signs or other copy that detracts from the adjoining exhibit booth. The backwall of the peninsula must be confined to an

area of no more than five (5) feet in either direction from the center line to avoid blocking the sightline from the aisle to the adjoining booth. Display items may not exceed more than 42 inches within this sightline. **Submit booth plans and blueprints to EM's approval no later than July 15, 2019.**

D. Sponsors contracting for island booths (e.g. 20'x20', 20'x30', 20'x40' etc.) must orient the front display of the booth to face the intended traffic flow as specified by the EM. The booth structure and/or display items may not exceed more than 16 feet high. Any portion of the exhibit that is unfinished must have the backside of the portion finished or draped at the Sponsor's expense.

Submit booth plans and blueprints to EM's approval no later than July 15, 2019.

E. Signs/graphics for Gold and above sponsorship levels can be hung at the Sponsor's expense based on current rigging costs of the Facility. Signs/graphics must be hung over the contracted booth space and must not overlap the booth's perimeter. Hanging signs and graphics will be permitted to a maximum height based on EM's specifications. **Submit booth plans and blueprints to EM's approval no later than July 15, 2019.**

F. Exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others. Violation of sight lines shall be cause for removal at the Sponsor's expense. All unfinished parts of an exhibit that are exposed and facing an aisle or neighboring sponsor must be curtained off at the Sponsor's expense.

18. DISMANTLING AND REMOVAL OF EXHIBITS:

The dismantling and removal of exhibits and exhibit materials may not begin until **2:00 p.m., Friday, September 6, 2019** as empty crates and cartons will not be brought on to the exhibit floor until such time.

No exceptions will be granted. Arrangements for dismantling services through the Official Decorator must be made well in advance of the events closing. Those materials or exhibits left in the booth after the event, not packed, crated or covered by a bill of lading for shipment will be packed, shipped or stored at the discretion of the Official Decorator and expenses will be charged to the Sponsor. The exhibit hall must be cleared of all exhibits and materials by **6:00 p.m., Friday, September 6, 2019.**

19. BOOTH PERSONNEL REGISTRATION AND IDENTIFICATION:

Only authorized representatives of Sponsor companies may be registered and entitled to entrance to the exhibit. Names of Sponsor representatives must be approved by EM. Each representative of a Sponsor must apply for his/her own badge at the Registration Counter prior to booth set-up. A representative must work in the Sponsor booth up to 4 hours to qualify for a Sponsor badge. Sponsor agrees to provide Sponsor badges only to employees working at the show and that no more than 3 Sponsors per 10 x 10 booth will be on the show floor at any one time. All persons shall follow the rules of the attendee policies. Badges must be worn at all times during set-up, operation, and dismantling of displays. Full registration which includes seminars and other events, can be purchased at a discounted rate.

20. DELIVERY AND REMOVAL DURING EVENT:

Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the exposition without written permission from EM. All arrangements for delivery, during non-event hours, or supplies, such as flexible materials, cartons and products to be packaged must be made with EM. No deliveries may be made during event hours without permission from EM.

21. REMOVAL OF HAND-CARRIED MATERIALS:

Badges will be required to remove

any hand-carried materials from the floor. These badges will be available from EM.

22. CONFLICTING EVENTS DURING EVENT HOURS:

The Sponsor shall not extend invitations, call meetings, hold hospitality events or otherwise encourage absence of visitors/attendees from the exhibit hall and meeting rooms during the hours of the Conference and Exposition.

23. CHARACTER OF EXHIBITS:

The general rule of the exhibit floor is "Be a good neighbor." No exhibits will be permitted that interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Booth personnel, including demonstrators, are required to confine their activities within the Sponsor's booth space. Apart from the specific display space for which an exhibiting company has contracted with EM, no part of the Facility and its grounds may be used by any organization other than EM for display purposes of any kind or nature. Within the Facility, Sponsor brand or company logos, signs, and trademark displays will be limited to the official exhibit area only. Sponsor may be held liable for extra costs associated with food or other items distributed from the booth.

24. LICENSING:

Sponsor represents and warrants that it shall not violate any copyright license, trademark, or other similar intellectual property laws and that it shall comply with all copyright restrictions including, but not limited to, any license EM may obtain or any other laws and restrictions with respect to the use or performance of music. Sponsor further represents and warrants that it shall obtain any additional license or grant of authority required of Sponsor under the copyright laws and present EM with a copy of such license or grant no less than thirty (30) days prior to the start of the exposition.

25. PUBLICITY GUIDELINES:

Sponsors must request permission from EM to use pictures with the trophies or other logos for the Auto Glass Technician Competitions (regular and large), the Windshield Repair Competition, Calibration Competition and the Customer Service Representative (CSR) Competition for advertising purposes.

Sponsor will use provided event logo in its entirety not to be altered or edited in any way. If the logo is cropped, mis-used or mis-represented the Sponsor will be removed from the event, and no refunds will be provided.

Liability will not reside with EM if Sponsor does not provide items needed to provide the full list of announcement publicity each Sponsor receives. If materials are not provided to EM with 10 days of receipt of the signed sponsorship agreement, then Sponsor will be removed from the publicity queue and returned to it on an "as available" basis at the time such materials are provided by Sponsor.

26. SAFETY PRECAUTIONS:

All display materials used in display construction or decorating should be made of fire-resistant and be certified as flame-retardant to meet requirements of the fire and safety codes in effect at the Facility. Samples should also be available for testing. A Flame-proofing certificate should be available for inspection. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories.

No storage of any kind is allowed behind the back drapes or in the exhibit space. All cartons, crates, containers, and packaging materials will be stored by the official service contractor. All aisles, corridors, exit areas and exit stairways must be maintained at their required width at all times that the exposition is open. No obstruction such as chairs, tables, displays or other materials will be allowed to protrude into the aisles. Each Sponsor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety for

the county of Marion and the State of Indiana while participating in this exposition. Compliance with such laws is mandatory for all Sponsors and the sole responsibility is that of the Sponsor.

All construction material must conform to standard safety practices. No combustible decorations, such as crepe or tissue paper, cardboard, or corrugated paper, may be used at any time. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories. No storage of any kind is allowed behind the back drapes or in the exhibit space. All cartons, crates, containers, and packaging materials will be stored by the official service contractor. All aisles, corridors, exit areas and exit stairways must be maintained at their required width at all times that the exposition is open. No obstruction such as chairs, tables, displays or other materials will be allowed to protrude into the aisles or outside contracted booth space. Each Sponsor 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 sponsors and the sole responsibility is that of the Sponsor. Displays are subject to inspection and approval for safety by the exhibit facility and by the local fire department.

27. ACCESS TO DISPLAYS:

EM may, from time to time, promulgate such regulations regarding hours of access to the exhibition hall as may be found in its judgment to be most practicable.

28. RESTRICTION ON SELLING:

All over-the-counter sales or sales of anykind that involve the exchange of currency for goods received during the exhibition are prohibited.

29. SUITCASING:

Only sponsors that have contracted booth space with the Event for exhibition floor at the Event are permitted to display or demonstrate any products,

processes, or services, to solicit orders, wear official sponsor identification, or to distribute advertising or other materials at the Event. Any attendees who are observed to be soliciting business in the aisles or other public spaces or on the exhibition floor contracted for by others will be promptly removed from the Event. Violators will not be allowed to return to the Event and no refunds will be made. Additional penalties may apply. Please report any violations you may observe to EM.

30. OUTBOARDING:

Outboarding is defined as marketing, sales and hospitality events conducted by sponsors and others capitalizing on the presence of buyers and/or sellers attending the Event without previously notifying and finalizing arrangements with EM. This practice is considered unethical. It includes practices such as “coat-tailing”, “piggy-backing”, co-location of events, and large-scale hospitality events, particularly during conference and exhibition hours. No Event Sponsor shall hold any such meetings or events that conflict with the Exhibition or Conference hours during the Event unless EM has given prior written approval.

31. TAXES AND LICENSES:

Sponsor shall be responsible for obtaining any licenses, permits, or approvals required under local, state, or federal law applicable to their activity at the exhibition. Sponsor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with their activities at the exhibition.

32. AMENDMENTS:

Any and all matters not specifically covered by the preceding rules and regulations and the rules and regulations contained in the Sponsor’s Information Kit shall be subject to the decision of EM. EM shall have the full power to interpret, amend, and enforce these rules and regulations, provided any

amendments, when made, are brought to the notice of the Sponsors. Each Sponsor, for itself and its employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

33. CANCELLATION & REFUND POLICY:

No cancellations or refunds will be provided by EM after receipt of sponsorship agreement. If the company does not make full payment when due under the terms of this contract, EM may terminate this contract and the Sponsor shall be responsible for payment of all amounts which would have been due EM, under the terms of this contract.

34. LAWS APPLICABLE:

This contract shall be governed by the laws of the Commonwealth of Virginia, County of Stafford and adjudicated there as well. Sponsor agrees to abide by the laws and regulations of the Commonwealth of Virginia, County of Stafford. Sponsor agrees to forfeit their right to a jury trial as well.

Rules and Regulations may be changed and updated by Exhibit Management at any time, with or without notice.