

**1. Exhibit Representatives** Your exhibit booth fee includes two (2) exhibit hall-only booth representative badges for 10x10 or three (3) passes with the purchase of a 10x20 booth. Representatives are invited to all events held within the exhibit hall. These badges do NOT include conference registrations. Exhibit booth representatives must register as full conference or single-day registrants at the prevailing rates to attend educational sessions. Additional booth representative badges can be purchased for \$100 each and include access to the exhibit hall and PENS meals held in the exhibit hall during exhibit days ONLY.

**2. Assignment of Space** Booths are assigned as they are purchased. Exhibit management reserves the right to transfer assignments when such action is deemed to be in the best interests of the total exhibit effort.

**3. Payment** Full payment made payable to PENS is required with the purchase of a booth. Mail to PENS, 529 14th Street, NW, Suite 1280, Washington, DC 20045. All telephone inquiries: 913-222-8657. International funds must be submitted in US equivalents and drawn on a US bank.

**4. Eligible Exhibits** Exhibit management reserves the right to determine the eligibility of any company or product for inclusion in the exposition.

**5. Refund for Cancellation** Should the exhibitor be unable to occupy and use the contracted exhibit space, the exhibitor shall promptly notify exhibit management. All sums paid by the exhibitor, less a service charge of 50 percent, will be refunded before March 31, 2024. No refund or cancellation will occur on or after March 31, 2024.

**6. Booth Equipment and Services** Includes the following: a 10' x 10' booth consisting of polished aluminized telescopic frames with flameproof fabrics. Backdrops are 8' high. Side dividers are 3' high. A 7" x 44" ID sign, indicating booth number and company name will be provided for all exhibitors.

**7. Contractor Service Information** In the best interest of the exhibitors, exhibit management has selected certain firms to serve as official contractors to provide various services to the exhibitors. It is agreed that the exhibitor will abide by and comply with rules and regulations concerning local unions having agreements with the exposition facility or with authorized contractors employed by show management.

Complete information, instructions, and schedule of prices regarding drayage, labor for erecting and dismantling, electrical work, furniture, cleaning, etc. will be included in the Exhibitors' Service Manual, to be forwarded after the exhibit booth space has been confirmed. An Exhibitors' Service Center will be maintained on the exhibit floor until the opening of the exhibit hall to facilitate service requests from exhibitors.

**8. Security** Guard service will be provided by exhibit management during the hours the show is closed. However, each exhibitor should make provisions to safeguard his or her goods from the time they are placed in the booth until the time they are removed. PENS, Viper Tradeshow Services, St. Louis Union Station Hotel, or Kellen Company will not be responsible for loss or damage due to any cause. Do not leave laptop computers or other valuable equipment in the exhibit

hall unattended; exhibit management will not be responsible for loss or damage.

**9. Booth Construction and Arrangement** Exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others. Plans for specially built displays not in accordance with regulations are to be submitted to exhibit management before construction is ordered.

Regular and specially built back walls, including signs, may not exceed an overall height of 8'. The maximum booth height of 8' may extend out ½ the depth of the booth from the back wall. The height limitation of the display in the balance of the area is 3', except for product and equipment on display which exceeds this height.

**10. No dismantling will be permitted before closing time.** It is expressly agreed by the exhibitor that in the event he or she fails to install his or her products in his or her exhibit space or fails to pay the space rental at the time specified, exhibit management shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper.

Exhibitors must check in and have a booth set up by the timelines given. Booth set-up will be forced at prevailing labor rates if the exhibitor has not checked in at least 60 minutes before the set-up deadline. No exhibitor shall have the right before the closing of the exposition to pack or remove articles from the exhibit. There are NO exceptions to this policy. There will be a \$250 penalty for early dismantling.

**11. Use of Exhibit Space** Exhibitors agree not to assign or sublet any space allotted to them without the written consent of exhibit management, nor to display or advertise goods other than those manufactured or carried by them in the regular course of business. No persons, firm, or organization not having contracted with exhibit management for the occupancy of space in the exhibit will be permitted to display or demonstrate its products, processes, or services, distribute advertising materials in the halls or corridors, or in any other way occupy or use the facilities for purposes inconsistent with these regulations.

**12. Exhibitor Representative** Each exhibitor must name at least one person to be his or her representative in connection with the installation, operation, and removal of the exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the exhibitor shall be responsible.

**13. Restrictions** Exhibit management reserves the right to restrict exhibits that are objectionable because of noise, glaring or flashing lights, method of operation, or any other reason, and to prohibit or evict any exhibit which, in the opinion of exhibit management, may detract from the general character of the exhibition. This reservation includes persons, things, conduct, printed matter, or anything exhibit management judges to be objectionable. In the event of such restriction or eviction, exhibit management is not liable for any refund of any amount paid hereunder. No display material exposing an unfinished surface to neighboring booths will be permitted. Demonstrations must be so located that crowds collected will be within the exhibitor's space, and not blocking aisles or neighboring exhibits. Contests of any kind must first be approved in writing by exhibit management.

# POLICIES AND PROCEDURES, CONT.

**14. Exhibitor Activities** Company/Exhibitor agrees not to schedule or conduct any outside activity including, but not limited to, receptions, seminars, symposia, and hospitality suites that conflict with the official program of the National Conference, whether such activities are held at or away from the convention hotel, except with written approval of exhibit management.

Company/Exhibitor will submit to exhibit management one Affiliate Group Events Form per meeting no later than March 31, 2024, detailing any event the exhibitor intends to hold at or in conjunction with the conference.

**15. Children** No one under the age of 18 will be allowed on the show floor at any time during set-up, break-down, or show hours.

**16. Firearms** All exhibitors who display firearms or firearm accessories are required to render the firearms incapable of firing or discharging any cartridge, shell, round, or load. A trigger lock or plastic strap limiting the action is not an acceptable method of making a firearm inoperable. Any real or simulated discharge or non-powder actuated guns accompanied by an audible report is strictly prohibited.

During hours when the show is not in session, the guns need to be secured, whether taken by the exhibitor or locked in a case.

**17. Ammunition and Propellants** No live ammunition, ignitable powder, live primers, primer carriers, or percussion caps will be allowed in the exhibit hall.

**18. Responsibility** If the exhibitor fails to comply in any respect with the terms of this agreement, exhibit management shall have the right, without notice to the exhibitor, to offer said space to another exhibitor, or to use said space in any other manner. This shall not be construed as affecting the responsibility of the exhibitor to pay the full amount specified by the contract.

**19. Compliance** The exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations, and codes of duly authorized local, state, and federal governing bodies concerning fire, safety, and health, together with the rules and regulations of the operators and/or owners of the property wherein the exhibit is held. Cloth decorations must be flameproof. Wiring must comply with the fire department and underwriters' rules.

**20. Liability** PENS, the St. Louis Union Station Hotel, and Kellen Company, its agents, or employees shall not be responsible for any loss, theft, or damage to the property of the exhibitor, its employees, or representatives. Further, exhibit management will not be liable for damage or injury to persons or property during the term of this agreement from any cause whatsoever by reason of the use or occupancy of the exhibit space by the exhibitor or his assigns, and the exhibitor shall indemnify and hold harmless exhibit management from all liability, which might ensue from any cause whatsoever; if the exhibitor's material fails to arrive, the exhibitor is nevertheless responsible for all amounts due hereunder. The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to the exhibitor's displays, equipment, and other property brought upon the premises of the St. Louis Union Station Hotel and shall indemnify and hold harmless the St. Louis

Union Station Hotel agents and employees from all such losses, damages, and claims.

Exhibitors are advised to carry special insurance to cover exhibit material against damage and loss, and public liability insurance against injury to the person or property of others.

**21. Cancellation or Termination of Exposition** If the premises where the exposition is to be held shall, in the sole determination of exhibit management, become unfit or unavailable for occupancy, or shall be substantially interfered with, because of picketing, strike, embargo, injunction, act of war, terrorism, act of God, fire or state of emergency declared by any government agency or because of any municipal, state or federal law or regulation or because of any other occurrence beyond the control of exhibit management, exhibit management may cancel or terminate the exposition.

In the event of such cancellation or termination, the exhibitor waives any and all claims the exhibitor might have against exhibit management for damages or expenses and agrees to accept in complete settlement and discharge of all claims against exhibit management the exhibitor's prorated share of the total amount paid by all exhibitors less all costs and expenses incurred by exhibit management in connection with the exposition, including a reserve for future claims and expenses in connection therewith.

**22. Management** Exhibit management reserves the right to interpret, amend, and enforce these regulations as it deems proper to assure the success of the exposition.