

# POWERCLEAN – Rules and Regulations for Exhibitors

The following **Rules and Regulations** are part of the Contract between the Exhibitor and the Cleaning Equipment Trade Association-CETA. Failure to comply therewith shall subject Exhibitor to the sanctions and penalties set forth.

## 1. APPLICATION

Each Exhibitor must apply for exhibit space on the contract provided by CETA, and on the terms and conditions provided thereon. The signed contract returned to CETA by an Exhibitor is an offer, and CETA reserves the right to accept or reject the offer. The Exhibitor will be notified by mail of acceptance and confirmation of booth space assignment.

## 2. SPACE ASSIGNMENT

Space will be assigned by lot on a seniority basis when payment is submitted by the published deadlines. Other companies will be assigned space after the Annual Booth Drawing, and subject to the terms and conditions set forth.

Seniority is the number of years exhibited with continuous membership in the Association. Individual member companies having common ownership may draw for space based on the seniority of the company with the highest seniority.

Seniority will allow an Exhibitor member to request the location of their choice, if available, but will not permit the right to object to neighboring Exhibitors. **CETA reserves the right to rearrange the floor plan and/or relocate any exhibit if deemed advisable in the best interests of Exhibition.**

**Space assignment after the Annual Booth Drawing will be made on a basis of first-come first-served, with full payment.**

## 3. SUBLEASING SPACE

Exhibitors may not assign, sublet or apportion the whole or any part of space assigned, or permit any other party to exhibit therein, or distribute any other party's advertising materials, or permit use of such space for the purpose of promoting any business other than that of the Exhibitor to whom the space is assigned.

## 4. GENERAL PURPOSE

The purpose of Exhibition is to promote and stimulate interest in, and demand for, products of the cleaning and maintenance industry in general. Admission to the Exhibition is limited to a reputable firm, organized and operated as a profit generating enterprise, which is engaged in the manufacture, marketing and/or distribution of cleaning and maintenance supplies. The Contract for these Rules and Regulations shall be interpreted in a manner reasonably calculated to achieve that purpose.

## 5. DISPLAY METHODS

Exhibitor agrees to display only products of their own manufacture or re-distribution. Common areas of the exhibit hall, such as corridors, aisles, restaurants and lounges, shall not be used for exhibiting goods or services, distributing literature, or making announcements.

Methods of display, which, in the judgment of CETA, are not designed to achieve the purpose of the Exhibition as a whole, will not be permitted. CETA reserves the right to forbid and enjoin the admission or conduct of persons, and the distribution of printed or other material, which, in the judgment of CETA, are inconsistent with the purpose of the Exhibition. No stereo, television, radio, musical instruments or live entertainment or animals shall be permitted in the exhibit hall. Flashing lights will not be permitted. Audio/visual and other sound effects are permitted to support the exhibit/product presentation, provided the sound intensity does not interfere with neighboring exhibitors.

The use of strobe lights will not be permitted. Neon lighting is acceptable, provided it follows local laws, and advance approval is received from the exhibit facility. Small flashing-chaser lights are permitted and shall be maintained to a maximum height of 8'3" (2.5m) in any size exhibit structure. Moving, robotic (or automated) lighting will be permitted, provided the special effects are confined within the booth, including height limitations, and that light is not projected into the aisle and cannot be disruptive to neighboring Exhibitors. Any truss work must be floor supported up to the allowable height of the exhibit structure. Such special effects lighting is subject to prior approval from Show Management.

## 6. BOOTH ATTENDANTS

Each Exhibitor shall provide at least one booth attendant during exhibit hours. Failure to comply with this provision shall subject the Exhibitor to sanctions and penalties as set forth in Paragraph #24. All booth attendants must be bonafide employees of the Exhibitor.

## 7. REGISTRATION AND BADGES

All Exhibitors are required to officially register and pay the appropriate convention registration fees. The official badge must always be worn when an Exhibitor is on the show floor.

Exhibitors shall not register persons other than their employees. False certification of individuals as Exhibitors' personnel, misuse of official badges, or any method or device used to assist unauthorized persons to gain admission to the exhibit hall floor shall constitute cause for expelling the violator and barring him from further entrance to the exhibit hall floor. Penalties will also apply as set forth in Paragraph #24. Upon the exercise of this authority by CETA, exhibit fees paid by Exhibitor shall not be refunded, and Exhibitor hereby waives, for himself, his employees and his booth personnel, any rights or claims for damages arising out of the enforcement of this provision.

## 8. EXHIBIT DAYS/HOURS

Exhibitor shall adhere to the Exhibition schedule and shall strictly observe the opening and closing hours each day of the Exhibition. Dates and hours will be in the Exhibitor Manual. (Hours subject to change)

## 9. INSTALLATION & DISMANTLING SCHEDULE

Any Exhibitor who dismantles his/her exhibit in any part or leaves their booth unattended prior to closing time posed in Exhibitor Service Manual, will be subject to the loss of one year's seniority. Any changes in the schedule will be published in the Exhibitor Service Manual.

## 10. EXHIBITOR ENTERTAINMENT/MEETINGS

Absolutely no activity is to be scheduled during the official exhibit hours outside of that held on the show floor. Violators will be subject to penalties as set forth in Paragraph 24 for all participants.

## 11. DISPLAY MATERIALS

All booth decorative materials must be of flame-retardant material or treated with an approved flame-retardant solution. Fabrics must pass the NFPA-701 code, and all other construction and decoration materials must pass the NFPA-703, chapter 2 code. No combustible materials, merchandise or signs shall be attached to, hung from, or draped over flame retardant sides or rear divider draperies of booths, or attached to table skirting facing aisles, unless flame-retardant. All flame-retardant material must be evidenced by a certificate of flame-retardant treatment by the manufacturer or a sample will be required for field-testing. **If no certificate or acceptable test sample is available, the material must not be used.**

Electrical wiring and equipment must comply with all Federal, State and Municipal fire codes and regulations. If inspection indicates that 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 the exhibit as may be irregular. All packing containers, wrapping and waste paper must be removed from the exhibit hall floor, and no storage shall be permitted under the tables, or behind displays.

Decorations, signs, banners, flags, streamers, or other articles may not be taped, nailed, tacked, stapled, or otherwise fastened to walls, floors, escalators, ceilings, columns, partitions or trim of the exterior or interior walls of the exhibit hall. Exhibitor shall not apply paint, lacquer, adhesive, or any other coating to exhibit hall floors, walls, columns, or to the standard booth equipment. Exhibitor shall not injure, mar or otherwise deface any part of the exhibit hall, nor shall Exhibitor make any alterations or improvements to the exhibition space. "Glitter" is not permitted in carpeted areas.

Helium balloons or any other helium-filled objects may not be distributed in the building.

Aerosol cans or other containers which are labeled with flammable or combustible ingredients are not permitted in the exhibit hall unless they are empty cans. A supply for demonstration purposes may be allowed, if approved in advance by the Exhibit Facility.

Any chemical display must be accompanied by a Material Safety Data Sheet (MSDS) as required by Federal and State Hazard Administration regulations and Environmental Protection Agency guidelines. No hazardous chemical (as defined by Federal and State Occupational Safety Hazard Administration regulations and Environmental Protection Agency guidelines) may be brought into the Exhibit Hall for usage/display purposes without prior written approval from CETA. Depending on the complexity of the display, coordination and special permits may be required.

## 12. EXHIBIT DESIGN/CONSTRUCTION

Exhibit displays shall be limited to 8' 3" (2.5m) in height for a standard booth; 12' 0" (3.66m) for a perimeter wall booth. Any peninsula and island location that exceeds 8' 3" (not to exceed 16' 0", or 4.88m) will be allowed provided a scaled drawing indicating all dimensions, both concept and construction, is submitted to CETA prior to event.

Exhibits having enclosed ceilings or "double-deckers" must comply with fire and safety regulations of the Exhibit Facility. Contact CETA for complete information prior to design/construction of your booth. Hanging signs from the ceiling are not permitted by CETA rules.

Exhibits and related structures must be designed and constructed in compliance with the public accommodation provisions of the Americans with Disabilities Act of 1991 (ADA). Please contact CETA if you require assistance in this regard.

## 13. CONTRACTORS

Where CETA has designated one or more official service contractor(s) to perform such services for Exhibitors as drayage, furniture or equipment rental, exhibit installation/dismantling, electrical or plumbing, or other services, no Exhibitor shall contract with other than the official contractor(s) for such services unless notice is received by CETA prior to event. **An Exhibitor Service Manual** containing instructions for shipping and ordering services for your exhibit will be sent to you.

Where union labor is used or required, it shall be the responsibility of the Exhibitor to comply with the local rules and regulations.

## 14. FOOD DISTRIBUTION

Distribution of food, other than wrapped candy, to attendees is not permitted. Exhibitors may, however, distribute non-alcoholic beverages.

## 15. PRODUCT DEMONSTRATION

Leave space within your own exhibit area to absorb most of the crowd. Should spectators interfere with normal traffic flow in the aisle or overflow into neighboring exhibits, CETA may require that you limit or eliminate presentations, demonstrations, robots, etc.

## 16. MUSIC, PHOTOGRAPHS AND OTHER COPYRIGHTED MATERIAL

Each Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in exhibitor's booth or display. The exhibitor shall remain liable for and shall indemnify and hold CETA, their agents and employees, harmless from all loss, cost, claims, causes of action, suits, damages, liability, expenses and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) by exhibitor, exhibitor's agents or employees of any patent, copyright or trade secret rights or privileges.

## 17. SMOKING

**There is a no-smoking policy.**

## 18. LIABILITY AND INDEMNIFICATION

At the conclusion of the convention, the exhibiting firm must surrender space occupied by it in the same condition as it was at the time the space was initially occupied. The Exhibitor is responsible for all damage to the exhibit hall, and for the defense and payment of any and all claims, demands and suits on account of any alleged injury or death to individuals, or damage to property, occurring in the Exhibitor's booth space or elsewhere because of the acts or omissions of the Exhibitor, its officers, employees, agents, licensees, invitees or contractors.

Exhibitor agrees to indemnify and hold harmless CETA, and the Exhibit Facility, from and against any and all claims, demands, actions, causes of actions, penalties, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) which may arise from or be asserted in connection with: the foregoing undertakings and responsibilities of the Exhibitor, including but not limited to the installation, maintenance, and/or removal of the Exhibitor's exhibit display; failure to conduct the Exhibition as scheduled; failure to provide exhibit space; or by any other act of CETA or the Exhibit Facility except for acts of negligence.

Neither CETA, its service contractors, nor the owners of the Exhibit Facility, their agents, contractors or employees are liable for injuries to any person or for damage to property owned or controlled by the Exhibitor, which damages or injuries may be claimed to be incident to or arising from or in any way be connected with the Exhibitor's occupation of display space or the acts or omissions of Exhibitor's officers, employees, agents, contractors, licensees or invitees, except for claims for damages or injuries caused by or resulting from the willful or wanton misconduct of CETA or the owners of the Exhibit Facility and their respective officers, agents and employees.

Neither the Exhibit Facility, CETA, nor any of the service contractors will be responsible for the loss of or damage to any property in storage, while in transit to or from the exhibit building or while in the exhibit building. All property of the Exhibitor shall be deemed to remain under the Exhibitor's custody and control in storage, in transit to and from and within the confines of the exhibit hall even though it may at any time be under the temporary control or direction of CETA or its service contractors.

#### **19. INSURANCE**

Exhibitor agrees to maintain comprehensive general liability insurance against claims for personal and bodily injury, death or property damage incident to, arising out of or in any way connected with the exhibitor's participation in the exhibition, in an amount not less than one million dollars (\$1,000,000) for personal injury, death or property damage in any one occurrence and be prepared to furnish a certificate of insurance to CETA if requested. Such insurance should include coverage of the indemnification obligations of the Exhibitor under the rules and regulations and should cover CETA as an additional named insured. Each Exhibitor is responsible for obtaining, for its protection and entirely at its own expense, such insurance for its exhibit and display materials. Such insurance should cover all risks (liability, fire, theft, damage, etc.) from place of shipment to exhibit facility and return, including the period which the exhibit/materials remain in the exhibition.

All policies shall contain an express waiver by the exhibitor's insurance company of any right to subrogation as to any claims against CETA, its officers, directors, agents or employees.

#### **20. SECURITY**

Each Exhibitor is responsible for safeguarding its goods, materials and exhibit always. Guard service will be provided by CETA on a 24-hour basis beginning with move-in through move-out. Although reasonable precautions are taken to protect property, neither CETA nor the guard service is not responsible for any loss or damage to property or persons.

#### **21. CANCELLATION**

The one-half deposit required with the submission of the Exhibitor Contract is non-refundable. Cancellation notice given less than 90 Days prior to the Move In Date, CETA shall retain the entire amount of the price of the space as liquidation damages.

If an Exhibitor decreases the size of the original contracted space, the cancellation fee as stated above will apply.

#### **22. UNOCCUPIED SPACE**

Any space not claimed or occupied by 3:00 p.m. on the last day of tear down and for which no special arrangements have been made with CETA, may be resold or reassigned by CETA without any obligation for refund of amount paid.

#### **23. UNFORESEEN RELOCATION**

If the Exhibition is unable to open at its planned site because of circumstances beyond the control of CETA, Exhibitor hereby gives CETA full authority to relocate the site of the Exhibition and, if displays, goods and materials are already on hand at the original site, to move those items to the new site. If CETA decides to cancel the Exhibition, all amounts paid by the Exhibitor shall be refunded, except so much as is necessary for expenses incurred by CETA in connection with such Exhibition. Exhibitor understands and agrees that CETA shall not be responsible for damages or losses to the Exhibitor arising from acts performed by CETA in good faith.

#### **24. VIOLATIONS**

CETA shall have full power to interpret and enforce all provisions of these Rules and Regulations, make such amendments and such further Rules and Regulations as it shall consider necessary or advisable for the proper conduct of the Exhibition.

Exhibitor agrees to observe all Rules and Regulations as promulgated and revised from time to time, and is charged with knowledge of all local laws, state laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in the Exhibition. Failure to comply with the above will result in one or more of several sanctions, including but not limited to the following: prohibition, exclusion and/or removal of any exhibit and/or Exhibitor, his employees or booth personnel; closing of an exhibit or display; forfeiture of any further right to exhibit in the current Exhibition, and forfeiture of all fees and rentals paid; loss of seniority privileges; censure by the CETA Board; loss of membership in CETA.

#### **25. GOVERNING LAW**

These Rules and Regulations and the underlying contract for exhibit space shall be governed by and construed in accordance with the laws of Minnesota.



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