

EXHIBITOR RULES & REGULATIONS

Contract & Payment for Space: Exhibit space is defined as the actual space rented by the exhibitor and approved by Exhibit Management with adherence to all restrictions as set out in the exhibit rules & regulations, application & contract for exhibit space, exhibit services kit, IAEE Guidelines for Display Rules and Regulations, and in other notices and correspondence from the American College of Veterinary Internal Medicine (ACVIM).

The application & contract for exhibit space, formal written confirmation of space assignment by Exhibit Management, the required deposit amount as specified in the contract, and the full payment of rental charges shall constitute a contract for the right to use the space.

Space Assignment: Booth assignments will be based first on Partner Priority Points earned, then on the date the application & contract for exhibit space is received, the square footage of booths requested, and the proximity of space to competitors. Island spaces (20' x 20' or larger) will be assigned first. When possible, Exhibit Management will try to accommodate the Exhibitor's booth choices in order of preference. Exhibit Management retains the final decision-making responsibility for all booth assignments. Notwithstanding the above, Exhibit Management reserves the right to make and / or change location assignments at any time as it may in its sole discretion deem necessary.

Exhibitor should note which companies they do not wish to be located near on the application & contract for exhibit space. If this is not completed, the ACVIM will not be responsible for conflict of booth space assignments.

Nonprofit Table: Tables are open only to nonprofit educational groups dedicated to the furthering of veterinary education and excellence. The table will include one 8' skirted table, two chairs, one wastebasket, carpeting and a 7"x44" organization name sign.

Payment Terms: A non-refundable 50% deposit for booth rental is due at the time of exhibitor agreement submission. Final balance is due by January 31, 2024. No refunds will be granted after January 31, 2024. Full payment is due with submission for booths requested on or after February 1, 2024. If payment is not received, exhibit space will be forfeited.

Cancellation: All cancellation notices must be sent in writing. Requested cancellations will not receive a refund of the deposit and are subject to a fee of 100% of the total booth cost after January 31, 2024.

Floor Plan: All dimensions and locations shown on the official floor plan are believed, but not warranted to be, accurate. Exhibit Management reserves the right to make such modifications as may be necessary to meet the needs of the exhibitors and the exhibit program.

Exhibitor & Sponsor Partner Priority Points: The ACVIM Partner Priority Points program is the participation and loyalty reward system for the ACVIM Forum exhibitors, advertisers and sponsors. These points are used in the scheduling process of the exhibit space selection order for the following year's ACVIM Forum. As an added benefit for investing in sponsorship and advertising opportunities exhibitors will receive bonus priority points.

How Partner Priority Points are earned:

- 1. Exhibit: Companies must exhibit at the previous year's event in order to accumulate points.
- 2. Booth Size: Every exhibitor will receive 1 point for every 100 square feet of booth space.

- 3. Loyalty: Exhibitors will receive 2 points per year beginning with the first year they exhibited at an ACVIM Forum.
- 4. Bonus Points (advertising and sponsorships)

25 points	\$75,000 - \$150,000
20 points	\$50,000 - \$74,999
15 points	\$25,000 - \$49,999
10 points	\$10,000 - \$24,999
5 points	\$3,000 - \$9,999

5. Mergers & Acquisitions: Points will be combined and will default to whichever party has the larger points balance.

How Partner Priority Points are deducted:

10 points	Downsizing the size of the original contracted
	booth
20 points	Cancelling the contracted booth
25 points	Cancelling advertisements and sponsorships
30 points	Staying outside of the ACVIM Forum room block
50 points	Booth violations
ALL points	"No shows"
ALL points	Tear down of booth before official closing hours

Exhibitor Conduct: All exhibitors are expected to comply with the rules and ethical standards set out by the AVEA (American Veterinary Exhibitors' Association). ACVIM Exhibit Management reserves the right to close any exhibit conducting business or solicitation in an objectionable manner or that infringes on the rights or privileges of other exhibitors or attendees.

Exhibit Management reserves the right to reject any application, which, in its judgment, does not serve the interests of the ACVIM or will be operated in a way that will detract from other exhibits, the exhibition, or the 2024 ACVIM Forum as a whole. Acceptability includes persons, things, conduct, printed matter in any medium, or anything of a character to which Exhibit Management determines is objectionable to the exhibition.

Exhibit Management reserves the right to require the immediate withdrawal of any exhibit which is believed to be injurious to the purpose of the 2024 ACVIM Forum. In the event of such restriction or eviction, the exhibitor may be evicted on the spot, forfeiting all moneys paid, and its good standing with the ACVIM.

Exhibit Management is not liable for any damages alleged or claimed as a result of any action taken by the Exhibit Management hereunder.

Display Space: The ACVIM adheres to the *Guidelines for Display Rules and Regulations* established by the International Association of Exhibitions and Events (IAEE). No exhibits will be permitted that interfere with the use of other exhibits or impede access to them or impede free use of the aisles.

The ACVIM follows the "Line-of-Sight" display style specified by the IAEE. Line-of-Sight display rules provide restrictions on certain areas of booths to allow attendees to view neighboring booths in their line of sight as they walk the floor.

Display materials in linear/in-line booths should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8ft is allowed only in the rear half of the booth space, with a 4ft height restriction imposed on all materials in the remaining space forward to the aisle.

For island booths, the entire cubic content of the space may be used up to the maximum allowable height of 18ft, including signage. Hanging signs and graphics are allowed in Island Booths, up to a maximum height range of 18ft from the top of the sign. The distance is measured from the floor to the top of the sign. Whether suspended from above, or supported from below, they should comply with all ordinary use-of-space requirements. Hanging signs and graphics should be set back 10ft from adjacent booths and be directly over contracted space only. Exhibitors who have booth construction with a second story must submit detailed drawings to Exhibit Management for the local Fire Marshall to approve.

Booth activities that cause people to congregate in the aisles are prohibited. Monitors of any size for display of video, films or live demonstrations may be utilized, provided they are placed in the back of the booth to alleviate congestion in the aisles.

Apart from the specific display space for which an exhibitor has contracted with Exhibit Management, no part of the Exhibit Hall and its grounds may be used by any organization other than the Exhibit Management for display purposes of any kind or nature, unless otherwise approved by Exhibit Management.

Exhibitors are required to provide carpeting / flooring for their booth area at their expense.

The Exhibitor agrees that all exhibit space will be kept neat and orderly at all times, and will be operated in a professional manner and in accordance with Exhibit Management policies and all convention center rules and regulations related to the use of the facility and the exhibit space. Exhibitor must keep the exhibit booth open and always staffed during show hours.

The serving of alcoholic beverages and the use of helium balloons by exhibitors in any part of the hall is forbidden, unless otherwise approved by Exhibit Management.

The use of models, performers and other similar persons, and those other than regular full-time members of the exhibiting firm or organization, within the exhibit area for demonstrations, performances, etc. shall be subject to the approval of Exhibit Management.

Structural Integrity: All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring exhibitors, hall laborers, or installation/dismantling equipment, such as fork lifts. Displays should also be able to withstand moderate wind effects that may occur in the Exhibit Hall when freight doors are open. Refer to local building codes that regulate temporary structures.

It is recommended that all exhibits 20ft by 20ft (6.10m by 6.10m) and larger require a drawing, plans or renderings, preferably digital, to be submitted to the Organizer, and to the show's Official Services Contractor.

Exhibitors should ensure that any display fixtures such as tables, racks, or shelves are designed and installed properly to support the product or marketing materials to be displayed.

U.S. Americans with Disabilities Act (ADA): In the U.S., all exhibiting companies are required to be in compliance with the U.S. Americans with Disabilities Act (ADA), and are encouraged to be sensitive, and as reasonably accommodating as possible, to attendees with disabilities. 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.ada.gov.

Some examples of how to design an exhibit for ADA compliance:

• Make exhibits wheelchair accessible by ramping raised exhibit flooring without extending a ramp into the aisle. Note: a standard wheelchair ramp should have a grade no steeper than

- 1:12. This means that for every inch of rise (change in height), there should be 12 inches of run (change in length). Ramps should have a minimum width of 36 inches.
- Ramp the entry or use hydraulic lifts to trailer exhibits.
- Avoid double-padded plush carpet to ease mobility device navigation.
- Provide the same attendee experience on both levels of a two-story exhibit.
- Offer a signer or other auxiliary hearing-impaired apparatus for sound presentations or have a printed copy of the presentation available.
- Run an audio presentation for people with sight problems.
- Arrange touch screen displays at a height to accommodate a person sitting in a wheelchair.

To avoid potential fines by the U. S. Department of Justice, exhibitors must adhere to the ADA rules. Exhibits are not exempt from ADA compliance.

Food Provided by Exhibitors: Distribution of food, bottled water and other consumables will not be allowed in booths without the express written consent of the Minneapolis Convention Center (MCC) Food and Beverage Department, this includes bottled water. There may be additional costs associated with food in your booth and/or wrapped candy. Please contact Exhibit Management if you have any questions.

Noise Restrictions: The audio level of any play back equipment, audio, or video, must be at a level as to not disturb or be heard by adjacent Exhibitors and their patrons. The Exhibit Management reserves the right to restrict exhibits to a minimum noise level and to suitable methods of operations and display materials.

Failure to Occupy Space: In the event an exhibiting company has not arrived two (2) hours prior to the hall opening, Exhibit Management reserves the right to re-assign that space as it sees fit with no obligation of a refund. If exhibit material has been delivered to the booth but has not been assembled, Exhibit Management reserves the right to remove the material and place it in storage. If the exhibitor arrives after the material has been stored and would like the material brought back to the show floor, a drayage fee will be charged. Under no circumstances will the exhibitor be allowed to have materials brought back to the booth during show hours. Failure to occupy exhibit space does not relieve the exhibitor from their obligation to pay the full booth rental fees.

Circularization & Solicitation: All promotional activity, demonstration and distribution of promotional materials must be confined to the limits of the exhibitor's display area.

No firm or organization not assigned space will be permitted to engage in any activities within the exhibit area.

Subletting of Space: The exhibitor agrees not to assign, sublet or apportion space or any part thereof allotted to the exhibitor, and not to exhibit, advertise, or offer for sale goods other than manufactured or sold by the exhibitor in the regular course of business, except as permitted by Exhibit Management.

Exhibitor Personnel: Prior to the exposition opening, each exhibiting firm or organization shall supply Exhibit Management with the name and title of the individual who shall be responsible for the installation, staffing, and removal of said exhibit. Said individual must be authorized to enter into service contracts when necessary, for which the exhibitor shall be responsible.

Exhibit Installation: Installation of exhibits must be completed two (2) hours prior to the opening of the hall for inspection by Exhibit Management.

Noisy or unsightly work in any exhibitor's booth area after the published deadlines for move-in is

prohibited. Exhibit materials received after the opening of the exposition must be delivered at times other than open exposition hours and must be arranged in advance with Exhibit Management.

Exhibitors will not be permitted to store packing crates and boxes in their booth during the show. If properly marked, such containers will be stored by the drayage service contractor and returned to the booth area for move-out at the close of the show. It is the exhibitor's responsibility to properly mark and identify empty crates and containers.

Exhibit Dismantling: Once the exhibit area has opened, exhibit materials may not be removed from the exhibit area until the official exposition move-out has begun. Any exhibitor who attempts to tear down before the official closing time automatically forfeits all Partner Priority Points accrued. Failure to observe this rule may jeopardize the exhibiting company's ability to reserve exhibit space at future ACVIM Forums. Requests to tear down before the official closing time MUST be approved by Exhibit Management.

All exhibit materials must be completely removed from the exhibit area by the established times as designated in the online service manual. It is the responsibility of the exhibitor to have materials packed, identified and cleared for shipment, or to make arrangements for such.

Exhibit Management reserves the right, with no liability whatsoever for damage, spoilage, or loss, to dismantle, dispose of, store and clear from the premises any display materials, goods, property or merchandise of any exhibitor who has failed to comply with the above requirements, or to order such work to be done, at the sole expense of the exhibiting company.

Exhibit Services & Exhibitor Appointed Contractors: The ACVIM has selected Freeman as the official service contractor to provide labor and equipment. The ACVIM does not assume any liability related to the performance or nonperformance by firms contracted.

All participating exhibitors and contractors must abide by union jurisdictions in force at the time of the exposition. Arrangements for labor should be made with Freeman in advance whenever possible. Official labor forms are included in the online Exhibitor Service Manual.

Exhibitor-Appointed Contractors may not solicit business in the Exhibit Hall at any time. The exhibiting company is responsible for the actions of their appointed non-official contractor and all Rules and Regulations apply.

Exhibitors requiring the services of independent contractors must provide notice to Exhibit Management no later than May 10, 2024. No exceptions will be made that will interfere with the orderly function or security of the exposition, or with the obligations or commitments of the ACVIM.

Exhibit Management reserves the right to remove any contractor or their employees who do not comply with these Rules and Regulations. Any objectionable practices by exhibitors or suppliers should be reported to Exhibit Management immediately.

Exhibitor-Appointed Contractors, all agents or representatives who are performing services, other than the exhibitor's own employees, must provide Exhibit Management with a Certificate of Insurance. The Certificate of Insurance must include comprehensive general liability, business automobile liability and property damage for at least \$1,000,000 and workman's compensation insurance as required by the local law.

Music Licensing: Any exhibitor using live or recorded music via any medium in the exhibit space MUST have a license for such use by <u>ASCAP</u> and <u>BMI</u>. A copy of such license must be provided to Exhibit Management 30 days prior to show dates.

Biological Products & Live Animals in Exhibit Booth: Biological products exhibited require a USDA license. Information contained in the exhibit and in literature distributed must conform to the approved labeling guidelines.

No procedures are allowed in the Exhibit Hall on a live animal. If a live animal will be brought into the exhibit booth as a mascot, approval for the presence of such animal in an exhibit booth must be requested of, and approved by, the Exhibit Management by May 10, 2024. Please complete the Owner Agreement / Liability for Live Animals in the Exhibit Hall form found at www.ACVIMForum.org or in the Exhibitor Service Manual.

Flammable & Toxic Materials: All materials used in display construction or decorating should be made of fire retardant materials and be certified as flame retardant. Samples should also be available for testing. Materials that cannot be treated to meet the requirements should not be used. A flame-proofing certificate should be available for inspection. Exhibitors should be aware of, and must adhere to, all local regulations regarding fire/safety and the environment.

Electrical wiring must conform with all local and state government requirements and to the National Electrical Code Safety Rules. If inspection indicates that any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, Exhibit Management reserves the right to cancel all such parts of this exhibit as may be irregular. All installations are subject to approval with all local fire regulations. No combustible materials shall be stored in or around the exhibit booths. Helium tanks and helium balloons are not permitted in the Exhibit Hall. Any part of a display that does not comply with all rules, or which presents a fire or safety hazard, may be ordered removed with no liability on the part of the ACVIM.

Exhibitors should dispose of any waste products they generate during the exhibition in accordance with guidelines established by the <u>U.S. Environmental Protection Agency</u>, or the appropriate government entity in the country the exhibition will be held, and the facility.

Vehicles: Rules for display vehicles vary widely depending on the facility and local fire and safety regulations. Compliance with fire, safety, the <u>U.S. Americans with Disabilities Act</u> (ADA), and other city, county, federal, and provincial government requirements is the responsibility of the Organizer. *Important Note*: Always check with local exhibition service contractors and/or the facility for all requirements regarding display vehicles.

Liability & Indemnity: Exhibitors will assume all responsibility for their property and personnel and indemnify, defend, and hold harmless the ACVIM and the Minneapolis Convention Center from and against any and all claims, losses, judgments, and expenses of litigation arising out of any property loss or damage, or personal injury, or death caused by or arising out of acts or omissions of the exhibitor or its employees, subcontractors, or agents in connection with the 2024 ACVIM Forum, and use of leased space. The ACVIM will furnish reasonable protection by uniformed security guards during the hours the Exhibit Hall is closed, but the furnishing of such services shall not be construed to be any assumption of obligation nor duty with respect to the protection of the property of exhibitors, which shall at all times remain in the sole possession and custody of each exhibitor and shall be the sole responsibility of each exhibitor. For added protection, however, we suggest that each exhibitor obtain insurance on booth material and equipment.

The exhibitor agrees to protect and keep the ACVIM forever harmless from any damage or charge imposed for any violation of any law or ordinance, whether occasioned by the negligence of the exhibitor or those holding under the exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the agreement between the Minneapolis Convention Center and the ACVIM regarding the exhibit premises. Further, the exhibitor hereby agrees to protect, defend, indemnify and save the Minneapolis Convention Center, its owners and operator, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines

and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the Minneapolis Convention Center and its employees and agents.

The exhibitor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability Insurance, insuring and specifically referring to the Contractual liability set forth above, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage, naming the Minneapolis Convention Center and the ACVIM as additional named insured. The ACVIM and the Minneapolis Convention Center will take reasonable precautions against damage or loss by fire, water, storm, theft, strikes, other emergencies, or other causes over which the ACVIM and the Minneapolis Convention Center have no control, but do not guarantee or insure the exhibitor against loss by reason thereof. Under government order of emergency, or other fair reason beyond its control, the ACVIM reserves the right to cancel the exhibition with no liability to the exhibitor.

The exhibitor shall, at its sole cost and expense, procure and maintain throughout the term of this contract worker's compensation and occupational disease insurance in full compliance with all federal and state laws and covering all of exhibitor's employees engaged in the performance of any work for exhibitor.

Health & Safety: The ACVIM considers the health and safety of all those onsite at the 2024 ACVIM Forum our highest priority, including our attendees, exhibitors, sponsors and ACVIM staff. The ACVIM pledges to follow the guidelines set forth by the <u>Centers for Disease Control and Prevention</u>, the World Health Organization, as well as state and local health organizations. The ACVIM is also working with the Minneapolis Convention Center (PCC) to ensure the safety of all attendees. <u>Read through their Health and Safety guidelines</u> to learn how the Minneapolis Convention Center is providing the safest environment possible to participants entering the MCC. As the event nears, more detailed information about safety protocols and any updates from the facility will be communicated with exhibitors.

The exhibitor agrees to comply with local, city and state laws, ordinances and regulations and the regulations of the facility covering fire, safety, health and all other matters. Firearms may not be used as part of an exhibit nor as a giveaway. Exhibitor will not display or bring into the exhibit any animal, bird, fish, or other non-human creature without the written permission of the Exhibit Management.

Repair of Damages: The exhibitor must surrender rented space in the same condition it was at commencement of occupation. The exhibitor or its agents shall not injure or deface any part of the building where the exposition is held, the booths or the equipment or furniture of the booth, or any property of other exhibitors or the ACVIM. When such damage appears, the exhibitor shall be liable to the owners

Security: The ACVIM shall provide security services throughout the hours of set-up, show hours, non-show hours and during the move-out period. This security is to prevent unauthorized entry into the Exhibit Hall. It is not intended to protect individual exhibitor's space contents. The ACVIM will not be responsible for the loss of any material for any cause or for injury to persons and urges the exhibitor to exercise normal precautions to prevent loss due to theft or any other cause.

Severability: Any provision of this agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.