



## FAPPO 2022 Tradeshow Rules

### 1. Purpose

The objective of the Annual Trade Show is to further FAPPO's Objectives. Exhibitors are limited to firms, organizations, and agencies whose exhibits are in harmony with the purpose of this Trade Show.

### 2. Location of Exhibits

The Trade Show will be held at the Rosen Centre Hotel, Orlando, Florida.

### 3. Conditions and Rules

These Exposition Rules are part of the contract between the Exhibiting Firm and FAPPO. FAPPO shall have the authority to interpret and enforce these Rules. All matters not covered by these rules are subject to the decision of FAPPO. All decisions so made shall be as binding on all parties as the original rules. The Exhibiting Firm or its Representative is responsible for familiarizing itself with all rules and regulations. The Exhibiting Firm or its Representative who fails to observe these conditions may be excluded from the Exposition without refund.

### 4. Subleasing

Exhibitor may not sublet his exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from his booth. Rulings of FAPPO shall, in all instances, be final with regard to use of exhibit space.

### 5. Occupancy Default

Any exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be taken by FAPPO, and reallocated or reassigned for such purposes or use FAPPO may see fit.

### 6. Eligibility

FAPPO has the sole right to determine the eligibility of any company or product for inclusion in the Trade Show.

### 7. Cancellation or Change of Trade Show

In the event that the premises in which the Trade Show is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of FAPPO or its agents, the Trade Show may be canceled or moved to another appropriate location, at the sole discretion of FAPPO. FAPPO shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of FAPPO. Causes for such action beyond the control of FAPPO shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the host facility, municipal, state or federal laws, or act of God. Should FAPPO terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. Refunds of "Paid Exhibit Space Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of FAPPO and in any case, will not exceed the amount of each exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by FAPPO through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

### 8. Cancellation by Exhibitor

The Exhibiting Firm recognizes that FAPPO will sustain losses in the event the Exhibiting Firm fails to provide timely notice of cancellation (by certified mail). These losses are not inclusive of the inability to replace those canceling, advertising, redesigning of floor space, and others. The Exhibiting Firm agrees upon the following late cancellation assessment schedule as considered liquidation damages. Notice of cancellation must be submitted in writing. Cancellations received after February 28, 2022, obligates the exhibitor to full payment of the rental. No refunds will be made after this date. Cancellations in writing prior to February 28, 2022, will be subject to an administrative fee of \$200. In the event of cancellation, management shall have the right to arrange such space as necessary for uniformity of booths in the exhibit hall.

#### 9. Limitation of Liability

Exhibitor agrees to make no claim for any reason whatsoever against FAPPO, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents, or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Trade Show as scheduled; nor for any action or omission of FAPPO. The exhibitor is solely responsible for his own exhibition material and products and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within the confines of the exhibit hall. FAPPO shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property.

#### 10. Insurance

Exhibitors shall, at their sole cost and expense, procure and maintain through the term of this contract, the following insurance: Comprehensive General Liability insurance with limits not less than \$1,000,000 including Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all laws covering the exhibitor's employees. Proof of such insurance shall be provided to FAPPO or its agent or representative upon request.

#### 11. Assignment of Space

Includes one exhibit booth measuring 8 feet deep, 10 feet wide, one one-line sign identifying the exhibitor; one 6-foot draped table, two chairs and a wastebasket; general overhead illumination, air conditioning. Booth Location is on a first-come, first-served basis. Selections are available at the time of registration. Selections not made within ten (10) calendar days by the exhibitor will be made by FAPPO. FAPPO reserves the right to arrange the floor plans and/or relocate any exhibit if deemed advisable in the best interests of the Exposition. Tentative floor plans and booth numbers will be provided to exhibitors in advance of the Products Exposition for purposes of public relations and equipment delivery.

#### 12. Installing, Exhibiting, Dismantling

Hours and dates for installing, exhibiting, and dismantling shall be those specified by FAPPO. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Trade Show before the specified conclusion of the dismantling period set by FAPPO.

#### 13. Damage to Property

Exhibitor is liable for any damage caused by exhibitor, exhibitor's agents, employees, or representatives to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment.

#### 14. Floor Loading

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

#### 15. Attendance

Admission policies shall remain, at all times, the prerogative of FAPPO, and may be revised or amended to suit unforeseen conditions.

#### 16. Booth Personnel

Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. Booth personnel shall wear "exhibitor" badge identification furnished by FAPPO at all times while they are in the exhibit area. All other employees and representatives of the exhibiting companies must register as Show Attendees. FAPPO reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours. All interviews, demonstrations, solicitations, and other activities must be conducted so as to not infringe on the rights of other Exhibiting Firms or offend visitors to the Exposition. Exhibiting Firm shall confine all such activities to within its Exhibit Space and not in the aisles.

#### 17. Use of Space

Displays and demonstrations are limited to the confines of an exhibitor's own booth, as is the distribution of literature or other items.

#### 18. Display

FAPPO shall have full authority for approval or arrangement and appearance of items displayed. FAPPO may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to FAPPO for the costs that may evolve upon exhibitor thereby. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to exhibitors in

adjoining booths. If such surfaces remain unfinished two hours before the scheduled opening of the show, FAPPO shall authorize the official decorator to affect the necessary finish and the exhibitor must pay all charges involved thereby.

**19. Exhibitor Representative's Responsibility**

Exhibitor agrees to indemnify FAPPO, its employees, agents, or representatives against—and hold them harmless for—all claims arising out of the acts of negligence of exhibitor, exhibitor's agents, employees or representatives, and any claims for injury to exhibitor, its employees, agents, representatives, or event attendees.

**20. Waiver of Rights**

Any rights of FAPPO under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of FAPPO.

**21. Relocation and Floor Plan Revisions**

FAPPO retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

**22. Amendment and Addition Rules**

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of FAPPO. FAPPO may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations.

**23. Compliance**

Each Exhibiting Firm agrees to comply with all federal, state, and local laws and ordinances applicable to the space leased and also with such rules and regulations as deemed necessary by the exposition facility and/ or FAPPO.

**24. Americans with Disabilities Act (ADA)**

Exhibitors must be in full compliance with the Americans with Disabilities Act

**25. Agreement to Rules**

Exhibitor, for himself or itself, his or its personnel, employees, agents, or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitors Manual, and by any amendments and additional rules that may be put into effect by FAPPO.

**26. Exhibitor Service Manual**

The Exhibitor agrees that extra items of service, electric and/or equipment it may need for its booth(s) that is not included in the FAPPO rental charge, may be obtained by the Exhibitor from the decorator by contracting directly with them, and Exhibitor shall be solely responsible for payment therefore and save FAPPO harmless, therefore. The Exhibitor agrees to abide by the rules and procedures established by the host facility. A complete exhibitor service manual covering services and prices for shipping, warehousing, setting up and dismantling, and move-in and move-out days will be sent to each Exhibiting Firm and is available on FAPPO.org. Any additional rules and regulations will be furnished to each Exhibiting Firm by FAPPO before the show.

**27. Large Equipment/Additional Space**

Placement of large equipment in the exhibit hall is subject to approval and advance arrangement by the host facility, Decorating Company, and local fire department. Contact Craig Rowley for pricing for large equipment and/or additional space.

**28. Entire Agreement**

FAPPO and the Exhibitor agree that this AGREEMENT sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein which are to be considered binding upon the parties. This AGREEMENT supersedes all other communications between FAPPO and the Exhibitor pertaining to the rental or use of said booth(s), whether written or oral. None of the provisions, terms, or conditions contained in this AGREEMENT may be added to, or modified, superseded, or otherwise altered except by written instrument executed by the parties hereto. Venue for any and all legal action necessary to enforce the AGREEMENT will be in the State of Florida, where all laws, ordinance and rules prevail.