



SNA/ANC 2009 Las Vegas, Nevada, June 29-July 2, 2009 EXHIBITOR RULES & REGULATIONS

ASSOCIATION: The word "Association" means the School Nutrition Association, its officers, directors, committees, agents or employees acting for it in the management of the exhibition.

ANC LOGO: An exhibitor wishing to use the SNA ANC logo shall submit its intended use to SNA, for prior approval, which shall be within the sole discretion of SNA.

I. PAYMENT & REFUNDS

A. Payment Policy: A 50% partially refundable deposit must accompany your contract to secure your booth. Booth space will not be held without a deposit. Full payment for all booth space is required by **December 1, 2008**. If full payment is NOT received by **December 1, 2008**, the Association shall have the right to retain the deposit as liquidated damages and cancel the booth reservation. Contracts received AFTER December 1, 2008, must be accompanied by full payment.

B. Cancellations: All cancellations must be made in writing to Exhibit Manager. If notice of cancellation is made prior to **December 31, 2008**, a refund less 75% of the total cost of the booth will be issued. Please note that after **December 31, 2008, NO REFUNDS WILL BE ISSUED** on booth space that is cancelled. Any unpaid balance must be paid at the time of cancellation. Any space not occupied by the opening of the conference for which no special arrangements have been made may be reassigned by the Association without obligation to make any refund whatsoever.

II. PERMISSIBLE PRODUCTS IN SNA EXHIBIT SHOWS AND SPONSORSHIPS

A. Permissible Products: Companies exhibiting at SNA's Annual National Conference and/or showing their product at a predetermined sponsored meal or event may only include products that are within the USDA regulations to be sold in Child Nutrition (CN) programs. Representation includes demonstrating or featuring the product or logo in the booth design or dispensing cups, napkins, etc. It also includes demonstrating written material, signage, any give-aways such as tote bags and T-shirts, or any other merchandise or material with the logo or product name.

B. Non-Permissible Products: Products that may not be sold in CN programs, and therefore may not be represented in trade shows and sponsorships, are defined as foods of minimal nutritional value as identified by 7CFR 210 Appendix B and include, but are not limited to:

1. Soda
2. Water ices
3. Chewing gum
4. Certain candies such as hard candies, jellies and gums, marshmallow candies, fondant, licorice, spun candy, candy coated popcorn.

C. A la Carte Items: A la Carte items will be allowed in the exhibit hall at the sole discretion of the Association.

D. Visit www.fns.usda.gov/cnd/menu/fmnv.htm for more information.

E. If your company has been given an official USDA

Exemption Letter for a non-permissible product, please forward documentation to (703) 739-3915 (fax number), attention Meetings Department or email exhibits@schoolnutrition.org.

III. SPACE RENTAL & ASSIGNMENT OF LOCATION

A. Contract Acceptance: The Association reserves the right to exercise its sole discretion in acceptance or refusal of applications. If an application is not accepted by the Association, all money paid will be returned to the applicant.

1. The *School Nutrition* magazine (the Association magazine) is the only "official magazine and electronic publication" that exhibits on the floor.

B. Booth Assignment: Prior exhibitors are given the first opportunity to reserve space for the following year at the current show. Booths will be assigned to those companies and others exhibiting at the current show according to the established priority point system. All contracts received thereafter will be date stamped and assigned on a first-come, first served basis. The Association reserves the right to use its sole discretion in reassigning space in cases where competitive products have adjacent exhibits.

IV. USE OF SPACE

A. Permissible Exhibits: All activities, including booth character personnel, must occur within the Exhibitor's allotted exhibit space. No activity, demonstrations, sampling, give-aways, solicitation, etc., will be permitted in the aisles.

B. Food Sampling: Food and beverage manufacturers must serve only sample-size portions of their own products. Equipment manufacturers who require a food or beverage product served to demonstrate their equipment may do so only in sample-size portions. Carbonated (unless CN-approved) and alcoholic beverages may not be displayed or served within the Exhibit Hall. All food must be prepared or served within the requirements of the Nevada State Health Department and the Mandalay Bay Convention Center. Exhibitors who will be distributing food samples must complete and file the Food Sampling Booth Form, found in the Exhibitor Service Kit, with the Mandalay Bay Convention Center Catering Department. Exhibitors should retain a copy of this form in their booth space during exhibit hours. Violations may result in the loss of priority points as determined by SNA.

C. Exhibit Space and Hall:

1. Decorations, signs, banners, etc., may not be taped, nailed, tacked, stapled or otherwise fastened to ceilings, walls, doors, windows, painted surfaces, or columns.

2. No holes may be drilled, cored, or punched in the building.

3. No painting of signs, displays, or other objects is permitted in the building.

4. Promotional devices may not obstruct name badge in any way.

5. No exhibits, displays or presentations will be permitted at any time in hotel rooms, suites and/or meeting rooms without written approval from the Exhibit Manager.

6. Contests, drawings, etc., MUST receive PRIOR approval from the Association Exhibit Manager.

7. Giveaway items that are carried or worn as visible advertisement shall be controlled by the Association. There is only one official ANC Tote Bag. Exhibitors may not distribute bags of any size to attendees.

8. When dispensing food or beverages, exhibitors are to provide their own trash containers.

9. Loud noises, bright lights or other distractions are not permitted. Sound volume of amplifiers or audiovisual presentations must be regulated so as not to disturb nearby exhibitors. Please follow the 80/30 rule explained under Sound and Noise Producing Devices below.

10. No helium balloons are permitted. Air-filled balloons are acceptable. Violations will result in the "popping" of helium balloons and the exhibitor will be responsible for the charges associated with the retrieval of any helium balloons from the ceiling.

11. No hanging signs are permitted without prior written approval from exposition management.

12. Vehicles utilizing flammable fuels: All fuel tank openings shall be locked and sealed in an approved manner to prevent the escape of vapors. Fuel tanks shall not be more than one-half full or contain more than 10 gallons of fuel, whichever is less. At least one battery cable shall be removed from the batteries used to start the vehicle engine. The disconnected battery cable shall then be taped down. Vehicles may not be moved during show hours. A set of keys to the vehicle must be left with show security management.

13. No adhesive items or decals will be allowed in the hall.

14. No exotic, wild or non-domesticated animals may be brought onto the premises. Permission for any domesticated animal (cats, dogs, etc.) to appear in a show or booth must first be approved by SNA and the Mandalay Bay Convention Center. Additional insurance may be required. Seeing eye/assistance animals are always permitted.

15. The use of confetti, balloons, glitter or other similar materials will incur an additional clean up charge of \$400.00 per confetti event.

Claims made in exhibit booths and products displayed are required to (a) meet all or part of the reimbursable meal pattern for school lunch or school breakfast or (b) provide nutrient composition which must be substantiated by the following conditions: The manufacturer or service provider must keep on file documents of verification that will substantiate such claims. These documents must be available for review at any time by SNA representatives or members should a question arise. At the request of the Association, before or during the Exhibition, exhibitor must promptly furnish the Association with sample products, packages, labels, advertising and promotional literature that would be or are being distributed before the exhibitor will be eligible to participate or continue in the Exhibition. The Association, in its sole discretion, reserves the absolute right to determine which firms and products are appropriate, in its judgment, for inclusion in the Exhibition and to refuse, cancel or restrict any applicant or exhibit. This pro-

vision applies to exhibitor's conduct, articles, printed matter, samples, questionnaires or any other item that the Association deems objectionable. If the Association decides, in its sole discretion, that any of these do not meet its standards or is not suitable, the exhibitor must immediately comply with the Association's decisions or withdraw. If the exhibitor chooses to withdraw, the booth must remain intact until the end of the show day.

D. Aisles & Archways:

1. Vertical aisles can only be purchased if there are an even number of participating booths involved (i.e., there must be an even number of booths on both sides of the aisles that are participating in the grouped exhibit section). Horizontal aisles (cross aisles) may not be purchased.

2. Archways may only be placed at the beginning and ending of vertical aisles that are even across. Archways may not interfere with the set-up of non-participating exhibit booths. Archways must be contained within the 10' x 10' booth space. Archways may not be placed on aisle carpet. Contact the SNA Exhibit Manager for further details.

E. Subletting of Space: Exhibitor may not assign this contract, or sublet any space contracted for hereunder, or show in such space any articles other than those manufactured by the exhibitor and shall not place any name signs or courtesy cards on any equipment it loaned for demonstration purposes unless the supplier of such equipment also is an exhibitor in the Exhibition.

V. CANVASSING & PROHIBITED MATERIALS

A. Activities that Cause Aisle & Booth Blockage: Exhibitors must cease the activities of any kind whenever such activity blocks the aisles or in any way inhibits nearby exhibitors. If the exhibitor does not take action to stop such activities that are causing aisle or booth blockage, show management has the authority to stop such activity immediately. It is the sole responsibility of the exhibitors to "police" their own lines.

B. Canvassing & Other Activities: No person, firm or organization not having contracted with the Association for the occupancy of space in the Exhibition will be permitted to display or demonstrate its products, processes or services, or distribute promotional materials in the Exhibit Hall, convention halls or corridors or in hospitality suites. Any infringements of this rule will result in the prompt removal of the offending persons from the Hall, and exhibitors waive any and all rights for claims against the Association arising out of the enforcement of this rule.

1. Circulars or other promotional material may be distributed only from the exhibitor's booth space.

2. The Association reserves the right to reject, cancel, remove or restrict exhibitors whom, because of noise or any other reason, shall interfere with the best interests of the Exhibition as a whole.

C. Sale or Distribution of Merchandise: Exhibitors may show, discuss, explain and demonstrate items or services but shall not make sales that result in exchange of merchandise or money in the Exhibit Hall. Exhibitors engaging in objectionable methods shall be subject to eviction without refund and the loss of all priority points for the current year.

D. Prohibited Materials: The use of characters, musicians, entertainers, loud speakers, sound systems and noise-making devices is restricted to within the booth. Balloons, horns, use of other mechanical devices that create objectionable noises, odors or congestion are prohibited. Show management reserves the right to determine when such items become objectionable.

E. Eviction: Show management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, are determined by Show Management to be objectionable to the successful conduct of the Exposition as a whole. Use of so-called "barkers" or "pitchmen" is strictly prohibited.

VI. ARRANGEMENT & CARE OF EXHIBITS

A. Booth Construction and Arrangement: The Association will provide and arrange for construction of necessary draped backgrounds of uniform style. Drapery is flame-proof fabric. Unfinished or unsightly ends of exhibits must be draped by the service contractor at the expense of the exhibitor. The Association does not allow for "end caps", peninsulas, or islands under 400 square feet.

B. Booth Configuration & Restrictions: All exhibits must be confined to the limits of their respective booths as indicated on the floor plan. Back wall of booth is 8 feet high; side dividers are 3 feet high. No special signs, booth construction, apparatus, equipment, lighting fixtures, etc., will be permitted to extend above 8 feet with the exception of island or perimeter spaces where height limitation is 20 feet unless otherwise noted due to center restrictions; however, cubic content of these booths must be approved in advance by Exhibition Management. Materials up to 8 feet in height may be placed within 5 feet from the back wall. Exhibit material must not be set up so as to interfere with the view into adjoining booths. All materials must conform to local building, electrical and fire department codes and regulations.

C. Care of Exhibit Space: Specific dates and hours for installation of exhibits will be communicated to exhibitors. If erection of any exhibit has not started by five hours prior to opening (unless prior written approval is received from the Exhibits Manager) the Association shall order the exhibit to be rejected and the exhibitor billed for all charges incurred. All exhibits must be fully operational and completely installed no later than two hours prior to opening. After this time, no installation work will be permitted without special permission from the Association. The Association follows the general guidelines for booth construction as established by IAEE (International Association for Exhibitions & Events).

VII. HANGING SIGNS

A. Definition: An exhibit component suspended above or displayed on an exhibit for the purpose of displaying graphics or identification.

B. Height Restrictions: Hanging identification signs and graphics will be permitted to a maximum height of 20 feet

only for island booths, but only when written approval is received from Exposition Management. Hanging signs are part of the overall exhibit presentation and whether suspended or attached to the exhibit fixture will be permitted to a maximum height that corresponds to the appropriate exhibit configuration.

C. Length: Hanging signs and graphics will be permitted to a total length not to exceed 50% of the corresponding dimension of the booth. The size and number of hanging signs must be limited in order to minimize the stress to the facility ceiling structure on the part of any one (1) exhibitor.

D. Structural Integrity: Exhibitors hanging signs must have drawings available for inspection by Exposition Management and the installation and dismantling contractor prior to the installation of the booth. Exhibitors are encouraged to use lightweight materials in the construction of a hanging sign to eliminate excessive stress to the facility ceiling structure.

E. Approval: All hanging sign requests must be submitted with floor plans or diagrams in writing to the School Nutrition Association. All hanging sign requests must be received no later than **April 30, 2009**. Signs not approved in advance will not be hung.

VIII. AUTHORIZED EXHIBITOR REPRESENTATIVES

A. Badges: The exhibit is limited to individuals, business firms and manufacturers who have contracted and paid for space assignments. Each exhibitor shall furnish the Association with the names of its representatives. For each 10 foot by 10 foot booth, each exhibitor is entitled to badges for five (5) representatives at no charge. Additional badges are available at \$50 each. The exhibitor and its representatives are required to wear these identification badges throughout the Exhibition. The badges are not transferable, and the Association reserves the right to withdraw the use of the badge used to gain admission to the Exhibition by any person other than the one for whom it was issued.

B. Replacement Badges: Exhibiting companies will be charged \$50 for each replacement badge to a maximum of five badges.

C. Admittance: The Association reserves the right to refuse to admit and eject from the Exhibit Hall, or from any space therein, any objectionable or undesirable person or persons; and on the exercise of this authority, the exhibitor, for itself, its employees and its agents, hereby waives any right and all claim for damages against the Association. **No one under the age of 16 will be allowed in the Exhibit Hall. No exceptions will be made.**

D. Personnel: All exhibitor personnel attending the convention and exposition shall be required to register. Contracted booth space includes trade show passes for booth personnel. The number of show passes varies with the size of the contracted booth space. All employees, representatives, subcontractors or agents representing the exhibitor must be fully identified by the official Association badge. During install/ dismantle, subcontractors must have proper SNA sanctioned identification. Each exhibitor must provide at least one attendant within his/her exhibit space during the open hours of the exposition. All attendants

must be bona fide non-temporary employees of the exhibiting firm or authorized subcontractors. Live models will be admitted onto the exhibit floor only if in costume and with activities approved of in advance by the Association. False certification of individuals as exhibitor's representatives, misuse of exhibitor's badges, or any other method or device used to assist unauthorized personnel to gain admittance to the exhibit floor will be just cause for expelling the violator from the exhibition hall and banning the exhibitor from future entrance onto the exhibit floor and forfeiture of fees. All agents or representatives who are performing services at the exhibit facility directly for an exhibitor (other than the exhibitor's employees) must provide the Association with a certificate of insurance within 30 days prior to the show dates.

E. Two Story/Irregular Structures: Any two-story or irregular structure must be pre-approved by the exhibit manager. Plans/ drawings must be submitted by June 1st.

IX. INSTALLATION & REMOVAL

A. Set-up Times and Hours (subject to change):

Saturday, June 27, 2009 8:00 a.m. - 5:00 p.m.

Sunday, June 28, 2009 8:00 a.m. - 5:00 p.m.

Monday, June 29, 2009 8:00 a.m. - 5:00 p.m.

NOTE: All exhibits must be completed by 5:00 p.m. Monday, June 29, 2009. This deadline will allow the official service contractor time to place carpeting in the aisles. Any exception to this deadline must receive prior written approval by Exhibit Manager.

B. Anticipated Exhibit Hours (subject to change):

Tuesday, June 30, 2009 10:00 a.m. - 2:00 p.m.

Wednesday, July 1, 2009 9:00 a.m. - 2:00 p.m.

Thursday, July 2, 2009 10:00 a.m. - 1:00 p.m.

All exhibits must remain intact on Thursday, July 2, 2009, until after the official close of the exhibit hall and exit of the ANC attendees. Dismantling may begin at 1:00 p.m. Exhibitors, who dismantle before 1:00 p.m., will forfeit priority points and will be subject to a \$500 fine. The amount of priority points forfeited is at the discretion of the Exhibit Manager & SNA.

X. SOUND & NOISE PRODUCING DEVICES

A. Sound Systems: Each exhibitor must have the opportunity to meet and talk with buyers, unimpeded by excess noise from another exhibitor.

B. The 80/30 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an exhibitor's booth or is clearly identifiable more than 30 feet from the booth is considered objectionable. If sound levels become excessive or if an exhibitor fails to reduce the sound level, or later turns the volume up, the sound will again be monitored and the exhibitor will be given a second warning. The third time an exhibit is found to be in violation, all electrical power to that booth will be terminated for the remainder of the day. The exhibitor will also incur the expense of reconnecting the electrical service to the booth and will forfeit 15 priority points.

C. Monitoring Decibel Levels: The SNA Exhibit Manager will utilize professional electronic monitoring equipment, which can objectively monitor sound levels at individual

booths. The Exhibit Manager will advise exhibitors to adjust their sound systems to be under the pre-determined decibel level. Sound levels on the exhibit floor must not exceed 80 decibels.

D. Cooperation: Remember that the use of sound systems or public address equipment in exhibit booths is a privilege, not a right. Each exhibitor is asked to monitor their own booth site to make sure the sound levels do not infringe upon the business activities of neighboring exhibitors.

XI. FOOD PREPARATION AND/OR BEVERAGE SAMPLING

A. Sampling of Food Products: All products prepared and/or sampled must be approved by the Mandalay Bay Convention Center Exhibitor Services. All exhibitors providing samples must apply for a Food Permit by mail or in person at the Southern Nevada Health District. The product must properly dispense in full compliance with all applicable federal, state and local health and sanitation regulations. You are responsible for complying with applicable Southern Nevada Health District regulation, which include, but are not limited to:

1. Food sampling is permitted only by the manufacturing company or the distributor of the product.

2. The product is offered in single bite size portions no larger than 1 ounce and no larger than 2 ounce liquid portions.

3. Proper hand wash facilities must be provided at each booth (sanitary towelettes are acceptable). Tongs, plastic gloves or other appropriate utensils are required in the handling of food products.

4. Food temperatures must be 140 degrees F. or above (hot), 45 degrees F. or below (cold). Poultry products must be cooked to 165 degrees F. Metal stemmed thermometers must be provided at each booth to monitor product temperature.

5. Adequate refrigeration must be available for proper food storage.

6. Samples must be protected from contamination by sneeze guards, domes, or covers.

7. At least a five (5) gallon container of water with approved sanitizing such as 1.5 teaspoon of bleach for each 1 gallons of cool water must be available to clean and sanitize utensils or pans that may have been dropped or need cleaning.

8. No smoking or eating is permitted in any booth preparing or serving food.

9. A fire extinguisher must be provided in any area using canned heat, gas or fire.

10. Adequate extension cords must be available and stored to prevent electrical shock or a tripping hazard.

11. All food must be stored off the floor.

12. All parties affiliated with our show are prohibited from possessing, storing, or bringing onto the property materials that constitute hazardous materials.

Please address further questions to:
 SOUTHERN NEVADA HEALTH DEPARTMENT
 Environmental Health Division
 625 Shadow Lane • Las Vegas, NV 89127 • (702) 759-0588

Website: www.southernnevadahealthdistrict.org/index/html
 Email: environmentalhelth@snhdmail.org

B. Cooking and Food Preparation:

1. Any exhibitors cooking and preparing food in their booth must complete the FOOD SAMPLING BOOTH FORM in the Exhibitor Service Kit.
2. Any food that is fully or partially baked, grilled, fried, heated or otherwise prepared in the booth for attendee sampling must be listed on the FOOD SAMPLING BOOTH FORM, located in the Exhibitor Service Kit. Temperature sensitive foods such as dairy products, fish, or any other product that requires a regulated temperature should also be listed on the FOOD SAMPLING BOOTH FORM.

C. Cooking Devices:

1. Equipment fueled by small heat sources that can be readily extinguished by water, such as candles or alcohol burning equipment, shall be permitted to be used provided adequate precautions satisfactory to the authority having jurisdiction are taken to prevent ignition of any combustible materials.
2. "Flaming sword" or other equipment involving open flames and flamed dishes, such as cherries jubilee or crepe suzette shall be permitted provided necessary precautions are taken and subject to the approval of the authority having jurisdiction.
3. Each exhibitor shall provide an approved metal container with metal cover for daily accumulation of waste material.

D. Dishwashing Facilities: Two exhibitor clean-up areas will be available during show days and set-up time.
RESTROOMS AND JANITORIAL CLOSETS ARE NOT FOR THIS USE.

E. Water/Waste Disposal/Ware Washing: No oils, combustibles, or any liquids other than water may be poured in the CC drainage or sewer systems. No tools, machines, cookware, or any other items may be emptied, washed, or rinsed in CC restrooms. Fountains, aquariums cookware, pools, etc., may not be filled.

XII. LABOR AND SERVICES

A. Auxiliary Services: Decorating, drapery, furniture rental, drayage, sign painting and labor will be handled by the official service contractor.

1. The exhibitor shall provide only the material and equipment that is owned and is to be used in the exhibit space. All other items used in the booth are to be provided through arrangements with the official service contractor. Payment for services provided to the exhibitor by the contractor is the responsibility of the exhibitor. All services not ordered in advance must be procured through the Exhibitors' Service Area, which will be maintained in the Exhibit Hall.

2. Forms for ordering auxiliary services (Exhibitors' Service Manual) will be supplied to you 90 days prior to show time from the official service contractor.

B. Special Services: Exhibitors requiring exceptional or unusual services should submit their orders well in advance to ensure availability of such services. All labor requirements can be acquired from the official service

contractor.

C. Union Requirements:

1. Exhibitors may hand carry, in or out, their own equipment so long as they use a designated entrance and said equipment is delivered to the booth solely by the exhibitor with a minimum amount of trips and without the use of carts or dollies.
2. Exhibitors may set up and dismantle "pop-up" exhibits in their booth with a minimum amount of tools if the display can be completed in thirty (30) minutes or less.
3. Exhibitors may plug in certain products in their booth to pre-designated outlets as long as they do not exceed 110 volts.

XIII. STORAGE AND SHIPPING

- A. Storage Behind Booths:** Because of fire regulations, NO STORAGE will be allowed behind booths. If any exhibitor has special problems in this area, please advise the official service contractor during set-up.
- B. Frozen Food and Refrigeration Storage:** Information on this topic is in the Exhibitors' Service Manual. This manual will be mailed to exhibitors approximately 90 days prior to show time from the official service contractor.
- C. Shipping Instructions:** Delivery receipts, waybills and bills of lading are to show weight, number of pieces and classification. Shipments to the warehouse should be timed to arrive no later than seven (7) days prior to the opening of the conference. Questions regarding shipping should be directed to the official service contractor.

XIV. MISCELLANEOUS

- A. Exhibitor Housing:** Housing information and other necessary forms will be sent from SNA once a signed contract is received and exhibit space has been paid in full.
- B. Social Functions:** Hospitality suites and meeting rooms must receive prior written approval by Meetings Department to obtain a release from the hotel. The Association does not restrict social functions in hotel suites with the exception that functions may not compete against any official ANC event or program and that these social functions end prior to midnight. **NOTE: RESERVATIONS FOR SUITES IN ANY PARTICIPATING HOTEL MUST BE APPROVED BY THE SNA MEETINGS DEPARTMENT.** A request form for meeting rooms and hospitality suites will be included in Exhibitor Service Kit. Monday, Tuesday and Wednesday evenings (June 29, 30 & July 1, 2009, respectively), are the "free" nights (subject to change) on which no SNA functions are planned for attendees. Violation of the public space rule by any exhibitor could cause this rule to be reversed to the use of hospitality suites only, and the violator's firm name will be made public to all participating exhibitors.
- C. Security:** Twenty-four-hour security will be provided by the Association throughout the entire Exhibit, including set-up and teardown days at the entrances to the Exhibit hall and Freight Doors. Any theft is to be reported to show management immediately and a theft report must be completed. Security also will be available in the aisles during clean-up each day. Exhibitors must provide adequate insurance in their own insurance policies for theft.

Individual booth security is available at an additional fee to exhibitors and is recommended by show management, as show security will be circulating the hall. Although general overall security service will be provided by the Association for the exhibition period, but the Association and the security service will not be responsible for the loss of any material by or for any cause.

D. Signs: A two-line standard sign (7" x 44") is provided complimentary to exhibitors, including booth number and company name. Additional signs may be ordered through the Exhibitors' Service Manual.

XV. LIABILITY

It is agreed that the exhibitor shall make no claim of any kind against the Association, operator of the Mandalay Bay Convention Center premises, State of Nevada, its agents or employees, or against any of the Association's agents or employees for any loss, damage, theft or destruction of goods; nor for any injury that may occur to itself or its employees while in the Exhibit Hall; nor for any damage of any nature or character whatsoever, and without limiting the foregoing, including any damage to its business by reason of the failure to provide space for an exhibit or removal of the exhibit, or for any action of the Association or its participants, agents or employees in relation to the exhibit or exhibitor, and the exhibitor shall be solely responsible to its own agents and employees and to all third persons, including invitees and the public for all claims, liabilities, actions, costs, damages and expenses arising out of or relating to the custody, possession, operation, maintenance or control of the leased space or exhibit.

XVI. EXHIBITOR INSURANCE

Exhibitors must carry Workers' Compensation in accordance with Nevada Law covering their employees. Employer's Liability—\$1,000,000.00 for each occurrence. Commercial General Liability—\$1,000,000.00 for each occurrence including products and completed operations, independent contractors, personal injury and blanket contractual liability. Comprehensive Auto Liability—\$1,000,000.00 for each occurrence and Aggregate—\$2,000,000.00. These coverages must be evidenced by a Certificate of Insurance with a 60-day notice of cancellation provision to the holder, which shall be at the exhibit booth at all times during show hours. A copy of the Certificate of Insurance must be sent to the SNA Exhibit Operation at least 90 days prior to the show and must be on file with show management before an exhibitor may take possession of the assigned booth space. It is strongly recommended that exhibitors also carry insurance to cover loss of or damage to their exhibits or other personal property while such property is located at or is in transit to or from the exhibition site. While the Exhibition provides security guards, this is solely as an accommodation to exhibitors, and the Association assumes no responsibility for any loss, damage or injury to any property of the exhibitor or to any of its officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever. The exhibitor expressly agrees to

save and hold harmless the Association, its management, agents and employees from any and all claims, liabilities and losses for injuries to persons (including death) or damage to property arising in connection with exhibitor's use of the exhibit space.

XVII. INDEMNIFICATION BY EXHIBITOR

Neither the Association, the management of the Association, nor the operators of the Mandalay Bay Convention Center premises, State of Nevada, its agents or employees shall be held liable for injuries to any persons or for damage to property owned or controlled by the exhibitor, which claims for damages or injuries may be incident to, arise from or be in any way connected with the exhibitor's occupation of display space, or on account of the neglect by exhibitor of any rule, regulation or instruction of the Association; or any rule, regulation or instruction of the premises; or on account of violation of any law, ordinance or governmental regulation of any kind. The exhibitor shall indemnify and hold the Association, the management of the Association and the operators of the premise harmless against all such claims. To the fullest extent permitted by law, the exhibitor is responsible for all damage to the exhibit hall, and for any and all claims and demands on account of any injury or damage to property occurring in or upon the exhibitor's booth space or occurring in whole or in part due to or arising from the acts of the exhibitor, its employees, agents, licensees or contractors. The exhibitor expressly agrees to save and hold harmless the Association, its management, agents and employees from any and all claims, liabilities and losses for injuries to persons (including death) or damage to property arising in connection with exhibitor's use of the exhibit space.

XVIII. CONFERENCE POSTPONEMENT AND/OR CANCELLATION

The Association, in its discretion, shall have the right to postpone or cancel the conference and exhibit and shall be liable in no way to the exhibitor for losses resulting from such delay or cancellation. The Association will not be liable for the fulfillment of this contract as to the delivery of exhibit space if no-delivery is due to any of the following causes: by reason of the facility being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Exposition, or for any cause beyond its control. In the event of its not being able to hold an exhibit for any of the above-named reasons, the Association, in its sole discretion, shall determine the amount of exhibit fees to be refunded, if any, less legitimate expenses incurred, and the exhibitor hereby waives any further claim against the Association, its directors, officers, agents or employees for losses or damages that may arise in consequence of such inability to occupy the assigned space.