

# **2024 APEC TERMS AND CONDITIONS**

## **(IN-PERSON EVENT)**

The individual signing the APEC Application and Contract represents and warrants that he/she is duly authorized to execute the binding Application and Contract on behalf of the exhibiting company. By signing, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of the Contract by APEC and receipt of the deposit payment by APEC, with or without further action by the exhibiting company, the Contract, together with the terms and conditions below, (collectively "the Contract") shall become a legally binding contract between APEC and exhibiting company ("Exhibitor").

### **1. SHOW MANAGEMENT**

Meeting Management Services (MMS) will orchestrate management of Event and will be known as APEC Show Management. MMS is responsible for assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment. MMS acts as a liaison between exhibitors, APEC and all official show contractors. If you have any questions about your exhibit booth, contact MMS directly.

#### **Meeting Management Services (MMS)**

1201 New Jersey Ave NW

Washington, DC 20001 USA

+1 (202) 624-1799

Email: [APEC-2024-exhibits@mmsmeetings.com](mailto:APEC-2024-exhibits@mmsmeetings.com)

### **2. ASSIGNMENT OF SPACE**

Booth Space Selection will be held and will be assigned based on priority points.

Priority Point Criteria

- One (1) – point per 100 sq.ft. of exhibit space

The order for Exhibitors at APEC to select booths at the following year's APEC will be based on a priority score that is the sum of the number of 10'x10' squares that company has purchased and manned in consecutive preceding APECs. If a company fails to purchase a booth for a given year's APEC or purchases a booth but fails to exhibit at the conference (unless blocked by country travel restrictions & notifies APEC in advance), their priority number is reset to zero. In the case that more than one company has the same priority number, the order will be determined by a method of random selection chosen by the Exposition Chair.

If an Exhibitor is acquired by another Exhibitor after their initial space selection, the acquired Exhibitor can move to the acquiring Exhibitor's booth without any financial liability. Alternatively, the acquired Exhibitor may retain its contracted space to exhibit its own products and may display the company name of the acquiring Exhibitor but not the acquiring Exhibitor's products.

All Exhibitors should frequently review their space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. APEC anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

APEC will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, the Exhibitor shall submit a written request, including the requested size of space to [APEC-2024-exhibits@mmsmeetings.com](mailto:APEC-2024-exhibits@mmsmeetings.com). Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by APEC.

APEC reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

### **3. PAYMENTS, CANCELLATIONS & REFUNDS**

Exhibitor must remit a 50% deposit of the total space rental charge. All 2023 exhibitors selecting their booth space during the 2023 onsite sales process will receive 2023 booth pricing. If 50% deposit is paid within 30 days of receipt of invoice, 2023 pricing will be honored. After 30 days, invoices will reflect 2024 booth pricing. All deposits must be received by May 25, 2023 to confirm booth selection. The remaining (50%) balance must be paid on or before six months before the 1<sup>st</sup> day of the Expo, August 25, 2023. Full payment is required, and no refunds on deposits or payments will be given.

Applications and Contracts submitted after the 2023 onsite sales process must pay the 50% deposit immediately upon receiving invoice.

Applications and Contracts will not be processed, nor space confirmed without the required payments. Credit card payments can be made online using American Express, Discover, MasterCard or Visa. For payments via wire transfer and check, please refer to your invoice provided by Show Management.

APEC reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

#### **4. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR**

Cancellation of exhibit space must be directed via email to [APEC-2024-exhibits@mmsmeetings.com](mailto:APEC-2024-exhibits@mmsmeetings.com), provided that the cancelling exhibitor obtains confirmation of APEC's receipt of the email on or before the cancellation deadline.

Full payment is required, and no refunds whatsoever will be given for cancellations or reductions of space.

If an exhibitor fails to make a payment on-time, exhibitor may be considered for cancellation & the exhibitor loses its right to use the space.

- a. NO-SHOW EXHIBITORS: If an exhibitor cannot exhibit for any reason, they must notify Show Management at least 30 days before the show begins. Exhibitors who fail to do this will lose all their priority points and may lose the privilege of exhibiting at future APEC events.
- b. Notwithstanding the foregoing, Exhibitor will have no right to cancel subsequent to APEC cancellation pursuant to Section 6.

#### **5. CANCELLATION OR CHANGES TO APEC**

If for any reason beyond APEC's control, APEC determines that The APEC Show must be shortened, delayed, dates changed (same calendar year), or otherwise altered or changed (collectively "Show Adjustment"), Exhibitor understands and agrees that APEC shall not refund the rental fees paid to it by Exhibitor.

Exhibitor understands that all losses and damages that it may suffer as a consequence of a Show Adjustment or cancellation are its responsibility and not that of APEC or its directors, officers, employees, agents or subcontractors. Except for the foregoing refund, Exhibitor understands that it may lose all monies it has otherwise incurred for the Show, including travel to the Show, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by APEC to be an Exhibitor in the Event, agrees to indemnify, defend, and hold harmless APEC, its directors, officers, employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside APEC's control. The terms of this provision shall survive the termination or expiration of this Contract.

#### **6. ELIGIBILITY TO EXHIBIT**

APEC reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of APEC, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. An Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Application & Contract to the time of the Event and should APEC determine that an Exhibitor which it had previously determined was eligible to exhibit at the Event is no longer eligible to do so, APEC may notify the Exhibitor and may terminate the Application & Contract without liability upon written notice to Exhibitor. Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them nor shall they exhibit or permit to

be exhibited in their space any products or advertising materials for other companies.

#### **7. SUBLETTING OF EXHIBIT SPACE PROHIBITED**

Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them nor shall they exhibit or permit to be exhibited in their space any products or advertising materials which are not a part of their own regular products, or which are not compatible with the purpose and/or character of APEC as determined by APEC in its sole discretion.

#### **8. PROMOTIONAL ACTIVITIES**

Further, Exhibitors shall not engage in any promotional activities which APEC determines to be outside the purpose and/or character of the APEC as determined by APEC in its sole discretion.

#### **9. RETAIL SALES**

No retail sales, where payment is received and product delivered, are permitted on the Exhibit Hall at any time. Payment and/or orders may be taken for future delivery.

#### **10. INTELLECTUAL PROPERTY MATTERS**

The Exhibitor represents and warrants to APEC that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify APEC of any information of which the Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold APEC, its officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorney's fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, APEC, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

#### **11. USE OF APEC NAME**

APEC logo is a registered trademark owned by the APEC. Participation by an Exhibitor in the Event does not entitle the Exhibitor to use such names or logos, except that the Exhibitor may reference the Event and use the Event logo with reference to the Exhibitor's participation as an Exhibitor at APEC. Participation in the Event does not imply endorsement or approval by APEC of any product, service, or participant and none shall be claimed by any participant.

#### **12. SET-UP TIME**

If an exhibit is not set-up by the official set-up times listed in the exhibitor services manual, APEC reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. APEC reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. No refund will be made to the original contracting Exhibitor. APEC reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes.

#### **13. SHOW HOURS**

Exhibitors are required to occupy their booths and exhibit during all show hours in accordance with the eligibility criteria in paragraph 2 unless they cancelled prior to the show according to paragraph 5. Visit our website at [www.apec-conf.org](http://www.apec-conf.org) to view our show dates and hours.

#### **14. DISMANTLING OF EXHIBITS**

Exhibits are to be kept intact until the closing of the Exhibit Hall. No part of an exhibit shall be removed during the Show

Hours without special permission from APEC. Any Exhibitor who begins dismantling of its booth before the close of the Exhibit Hall may lose part or all their priority points and may entirely lose the privilege of exhibiting at future APEC events.

All freight must be removed from Facility by terms included in the exhibitor services manual. If exhibits are not removed by this time, APEC reserves the right to remove exhibits and charge the expense to the Exhibitor and APEC shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

## **15. BADGES**

Exhibitors are provided Exhibitor badges based on purchased exhibit and partnership package purchased. Exhibitor badges are for Exhibitor's full and part time employees or contractors. Exhibitor badges and Exhibitor Full Conference badges allow access to the Exhibit Hall during the following move-in, Show Hours and move-out:

Event attendees do not have access to the Exhibit Hall until first date of Expo Hall opening. Exhibitors who give their badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of APEC, lose the badge, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future APEC events. APEC reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

## **16. MINIMUM AGE FOR ADMISSION**

Children under the age of 18 are not permitted in the Exhibit Hall at any time. Any attendees arriving with children under the age of (18) will be denied access to the Exhibit Hall with such children without any exceptions or refunds. Exceptions will be made only for the express purpose of the MicroMouse event on Monday evening.

## **17. EXHIBITOR LIABILITY**

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither APEC, its directors, officers, employees, agents, subcontractors, nor Show Management listed in Section 1, (collectively "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

## **18. INDEMNIFICATION**

Exhibitor agrees that it will indemnify, defend and hold Show Management, APEC, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or APEC is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR APEC BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

## **19. INSURANCE**

Exhibitors are required to maintain and to provide a certificate of insurance to include the following:

- (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- (c) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$5,000,000
- (f) Personal property and equipment on a special form replacement cost basis

and non- contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Exhibitors will not be permitted to set up their booth without submitting the proper certificates. Certificates must be shown on-site when requested.

#### **USE OF SPACE — GENERAL**

- (a) No Exhibitor is permitted to display or distribute literature or any promotion outside the confines of the assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. APEC also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at APEC.
- (b) Exhibitors are prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- (c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- (d) Distribution by Exhibitors, or their agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.
- (e) Any special promotions, music or stunts planned by Exhibitors at any time during the Event must be approved with APEC. Details should be submitted to Show Management via email to [APEC-2024-exhibits@mmsmeetings.com](mailto:APEC-2024-exhibits@mmsmeetings.com) at least 10 business days prior to the start of the Event. APEC reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.
- (f) APEC allows drawings, games of chance and raffles in the Expo Hall, subject to the prior written approval of APEC. Exhibitors must abide by all local State/County/City statutes and regulations regarding drawings, games of chance and raffles.
- (g) No animals are permitted in the Facility other than service animals.
- (h) Exhibitors must abide by all the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitors a few months prior to the Expo. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email [APEC-2024-exhibits@mmsmeetings.com](mailto:APEC-2024-exhibits@mmsmeetings.com).
- (i) All Exhibitors shall be responsible for compliance with the Americans with Disabilities Act. The Exhibitor shall indemnify, defend, and hold Event Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV 950 Pennsylvania Avenue, NW  
Washington, D.C. 20530 USA phone: +1.800.514.0301 (voice) +1.800.514.0383 (TTY), website: [www.ada.gov](http://www.ada.gov)

- (j) Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Show Hours. Helium-filled balloons are allowed in the Facility only as a display and must be fastened to the booth. Balloons may not be given out within the

Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.

- (k) Our official hotel list can be found at [www.apec-conf.org](http://www.apec-conf.org), this list represents the official housing vendor for the Event and other companies may not provide the prices, service, and reliability available. If you are contacted by ANY company except our official housing list on our website ([www.apec-conf.org](http://www.apec-conf.org)) about hotel reservations for APEC, please inform Show Management at [APEC-2024-exhibits@mmsmeetings.com](mailto:APEC-2024-exhibits@mmsmeetings.com). APEC shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.
- (l) All booth personnel must be properly and modestly clothed.
- (m) Exhibitors are permitted to serve food and non-alcoholic beverages in their booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender, but all beverages and food must be ordered through the Facility's caterer.
- (n) Exhibitors are permitted to provide alcoholic beverages in their booth during the Exhibit Hall Reception and during the last hour of the Expo each day. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and must be ordered through the Facility's caterer.
- (o) The official in-house caterer and at the Facility is the exclusive provider of food and/or beverage items at the Facility. If requested, the caterer will allow Exhibitors to bring their own food and/or beverage into the Facility for the sole purpose of equipment demonstration, provided the Exhibitor has signed and submitted the caterer's sampling and waiver of liability form which can be found in the Exhibitor Services Manual or by emailing [APEC-2024-exhibits@mmsmeetings.com](mailto:APEC-2024-exhibits@mmsmeetings.com). If in-house caterer is required to handle, store, refrigerate, transport, deliver, prepare, or service any of the demonstration food and beverage product brought in by the Exhibitor, charges will apply. Only food and/or beverages used for Exhibitor's equipment demonstration will be permitted.
- (p) All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual.
- (q) Still photography of people, the Exhibit Hall, booths, and activities is permitted. Close up shots for detailed photography if items on display is prohibited unless the permission by the Exhibitor is obtained in advance.
- (r) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- (s) Hanging signs are permitted in all peninsulas, modified peninsulas, split islands and island booths to a maximum height of (20') (6.096 m) to the top of the sign. Hanging signs are NOT permitted in inline or perimeter booths.
- (t) All exhibit fixtures and booth structures are permitted to a maximum height of (20') (6.096m) in all peninsulas, modified peninsulas, split islands and island booths.
- (u) All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in all perimeter booths. All exhibit fixtures and booth structures are permitted to a maximum height of (20') (6.096 m) in all peninsulas, modified peninsulas, split islands and island booths. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Services Manual. To obtain a copy prior to publication in the Exhibitor Services Manual, Exhibitor may email [APEC-2024-exhibits@mmsmeetings.com](mailto:APEC-2024-exhibits@mmsmeetings.com).
- (v) Any Exhibitor occupying an Island, Split Island, Peninsula or Modified Peninsula space is required to submit a detailed floor plan, including dimensions, to Show Management for review and approval. All Exhibitors who received a

written booth violation notice at the Event in the previous year are required to submit a detailed floor plan, including dimensions, to Show Management for review and approval. Floor plans should be submitted via email to [APEC-2024-exhibits@mmsmeeting.com](mailto:APEC-2024-exhibits@mmsmeeting.com).

- (w) Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

## **20. USE OF SPACE — LIGHTS/ AUDIO / VEHICLES ETC.**

- (a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- (b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- (c) No strobe light effects are permitted.
- (d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- (e) Live music, loudspeakers or operation of equipment which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable. Exhibitor must lower the sound level or cease playing music if requested by an APEC or Show Management official.
- (f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approve.
- (g) Vehicles may not be displayed without prior written approval from APEC and the Public Safety Department of the Facility.

## **21. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA**

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show Hours or any function sponsored in connect with the Event without prior notice to and approval by APEC.

APEC does not host commercial meetings, but it is understood that APEC attendees and Exhibitors may desire to host private meetings in rented facilities at or near the conference. Exhibitors may hold such meetings at their own expense provided they do not overlap with the Plenary Session and do not interfere with APEC activities. The Conference Committee may set specific guidelines in this regard. Attendees and Exhibitors are encouraged to contact program management if there is doubt that a commercial meeting may interfere.

### Additional guidelines

Commercial meetings are permitted with the following restrictions, to be arranged between exhibitors & the conference venue on a first-come first-served basis for space not contracted for the conference, or through Courtesy for excess contracted space.

1. Only exhibitors and sponsors may hold commercial meetings at APEC. This excludes meetings such as university research reviews and standards groups not directly affiliated with a conference sponsor.
2. None during the plenary session
3. During exposition hours, no more than 8 non-host attendees may attend at any time, to prevent significant reduction of traffic on the show floor. Meetings during exposition hours must be private, by invitation only, and not openly

advertised to conference attendees. (No “open houses” or demonstration trailers during exposition hours.)

Mobile demonstration units (trailers) may be open only during the time reserved for exhibitor private events, Tues. eve. after the Rap Sessions.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by APEC.

## **22. HOTEL ROOMS, SUITES & MEETING ROOMS**

APEC reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the APEC housing block. These controls have already been set up with each property. The Meeting/ Function Space Application is included In the Exhibitor Services Manual to submit requests for function space, including meeting and hospitality rooms IF AVAILABLE. You also may submit your application for meeting space online in the "Exhibitor Resources" section of the website. Suites and meeting rooms are assigned on a first-come, first- served basis and only to Exhibitors and organizations allied with APEC.

During exposition hours, commercial meetings hosted by exhibitors are limited to 8 non-host attendees at any time, to prevent significant reduction of traffic on the show floor. These meetings must be private, by invitation only, and not openly advertised to conference attendees. No commercial meetings are permitted during the plenary session. These restrictions do not apply at other times, but commercial meetings must never interfere with APEC activities. Show management can provide more specific guidance about a planned event.

## **23. ATTENDEE LISTS**

Attendee lists from the Event are distributed only to exhibiting companies, other official partners, and attendees. Please note that no other individual or organization are authorized to market or to sell attendee lists of APEC. Such lists shall only be used for mailings of promotional material relating to Exhibitor’s booth at the Event and shall not be reproduced, transferred, or used in any other manner. In using such lists for mailings, Exhibitors must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union’s General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold APEC, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

## **24. FIRE REGULATIONS**

- (a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the City’s Fire Prevention Division.
- (b) Any Exhibitor having equipment that produces heat, smoke or open flames as an integral part of product demonstration must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Such Exhibitors must receive written approval of plans from the Facility, the City’s Fire Prevention Division and from APEC. A heat producing device form to request approval from the City’s Fire Prevention Division is included in the Exhibitor Services Manual.
- (c) A complete list of all fire regulations is included in the Exhibitor Services Manual. The fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

## **25. LABOR RELATIONS**

- (a) Full-time employees of exhibiting companies may set up their own exhibits without assistance from the local union. Except for paragraph (b) below, any labor services that may be required beyond what your regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through General Services Contractor. Proof of full-time employment status may be requested by the Union Steward of any personnel working in your booth.



- (b) If Exhibitors intend to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, the Exhibitor must register their EAC with the General Services Contractor. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with APEC in order for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to wear both a Facility Access Credential and individual Event credential at all times.
- (c) Exhibitors may hand carry their own materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. The General Services Contractor controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor. A dock is provided for use by privately operated vehicles.

## **26. EXHIBITOR SERVICES MANUAL**

Exhibitor Services Manual will be sent to each Exhibitor that provides Exhibitors with complete shipping instructions, production information, and other forms for all services needed during installation, Show Hours and dismantle.

## **27. WARRANTIES**

APEC makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, APEC, or their respective employees, agents or contractors.

## **28. AMENDMENTS/ INTERPRETATION**

APEC reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to each affected Exhibitor. Each Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. APEC reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitors which, in the sole interpretation of APEC shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of APEC.

## **29. ENFORCEMENT/ MISCELLANEOUS**

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or APEC. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

## **30. LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE FACILITY, APEC , THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "APEC PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE APEC PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT APEC PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE APEC PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY APEC PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.