

COMPTEL PLUS Spring 2014 Convention & EXPO produced by COMPTEL

General Rules and Regulations

These rules and regulations are a bona fide part of the contract for exhibit space with COMPTEL, hereinafter referred to as COMPTEL, for the COMPTEL PLUS Spring Convention & EXPO which is managed by Corcoran Expositions, Inc., hereinafter referred to as Show Management, on behalf of COMPTEL, the Show's owner and producer. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well being of the Show. Each exhibitor, for himself, his employees, and his contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. The COMPTEL PLUS Spring Convention & EXPO serves as a forum for leaders of the competitive telecommunications industry to exchange the latest information available in a professional atmosphere. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct. COMPTEL reserves the right to refuse applications of concerns not meeting standards required or expected, as well as the right to curtail exhibits or parts of exhibits that reflect against the character of the meeting. Show Management's decision and interpretation shall be accepted as final in all cases.

1. VALID APPLICATION FOR SPACE.

Applicants for exhibit space are required to execute and forward the Exhibit Space Application to Show Management. To be valid, each application must convey a minimum 50% deposit for each booth space requested for rental.

2. PAYMENT OF SPACE.

A minimum of 50% of the total fee for the space requested constitutes a deposit. **The balance must be paid by November 22, 2013.** Applications received **after November 22, 2013** must include **full payment.** There will be a \$100 charge on all returned checks.

To qualify for member rates, exhibitors must be COMPTEL members in good standing from date of invoicing throughout the Spring 2014 exhibit dates.

Any deviations from this provision, including but not limited to acceptance by Show Management of any late payments specified herein, shall not be construed as a waiver of Show Management's rights to cancel exhibitor's contract for such noncompliance, reassign booth location, take possession of said space without refund or further notification, or otherwise be construed as a modification of any schedule of payments required hereunder. Further, all payments as stated hereunder shall be payable at the address stated in this application.

3. CANCELLATION AND REFUNDS.

All cancellations of space must be received in writing. If space is reduced, the net reduction of space will be treated as a cancellation of that space. If Show Management receives a written request for cancellation of space on or before November 22, 2013, the exhibitor will be liable for 50% of the total cost of space canceled. For cancellations received after November 22, 2013, exhibitors are liable for 100% of the cost of space.

Failure to appear at the Show does not release exhibitor from responsibility for payment of the full cost of space rented. In the event of cancellation, space reverts back to Show Management for use at its sole discretion. Show Management's ability to resell the space shall not affect the refund schedule. In the event an exhibit booth is canceled, exhibit booth registrations are prohibited from being utilized by the canceling company regardless of whether booth payment has been received.

4. SPACE RENTAL AND ASSIGNMENT OF LOCATION.

Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. **SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.**

5. USE OF SPACE, SUBLETTING SPACE.

No exhibitor may assign, sublet or apportion his space to or with another business entity or individual without the express permission in writing from Show Management. No exhibitor may show or demonstrate products or services other than those manufactured or handled in the normal course of his business.

Should any item from a nonexhibiting firm be required for operation of a display, identification of such item shall be limited to the regular name plate or trademark under which same is sold in the general course of business. Sharing space with individuals or companies not officially represented by the contracting exhibitor is strictly prohibited and may result in eviction.

6. OPERATION OF EXHIBITS.

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, display of unsuitable material, is 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. All demonstrations or other promotional activities must be confined to the confines of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Alcoholic Beverages. Exhibitors may not serve alcoholic beverages in the exhibit hall except with the written permission of Show Management.

Literature Distribution. All demonstrations or other activities must be confined to the confines of the exhibitor's booth. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Booth Representatives. Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited. The COMPTEL PLUS Spring Convention & EXPO is a business event and, therefore, individuals under the age of 18 (including infants and children in strollers) are not permitted on the exhibit floor during show hours, nor during move-in and move-out because of high liability. Spouses are invited to visit the exhibit hall only with appropriate credentials.

Copyright Licensing. Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless COMPTEL, Show Management, and facility against cost, expense, or liability which may be incident to, arise out of or be caused by Exhibitor's failure to obtain requisite license.

Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

Sales. "Cash and carry" sales are prohibited. Samples or souvenirs may not be sold.

7. ARRANGEMENT OF EXHIBITS.

Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. Exhibits not conforming may be dismantled or modified, at cost to the exhibitor, at the sole judgment and discretion of Show Management.

Exhibitors are required to and are responsible for carpeting their entire booth space. Booths not fully carpeted by two hours prior to show opening will be carpeted at the exhibitor's expense.

Exhibitor Plan Review. Booth construction plans and layout arrangements for first-time exhibitors, exhibits in peninsula or island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

8. EXHIBITS AND PUBLIC POLICY.

Each exhibitor is charged with knowledge of all State, County, and City Laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in the exposition. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls, or other parts of the building.

Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials, and operation is concerned. Should an

exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them.

All booth decorations must meet flame-proofing codes. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform with National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited.

Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc.

Designated "No Smoking" areas must be observed.

If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City and State fire regulations.

Independent contractors must conform to IAEE, ESCA and ED&PA guidelines and must be signatory to a current local collective bargaining agreement.

An exhibitor who makes any claim or advertises at the COMPTEL PLUS Spring Convention & EXPO in any way which, in the sole opinion of Show Management, is false, misleading or otherwise against public policy, may, at the sole discretion of Show Management, be required to discontinue such claim or advertising.

9. INSTALLATION AND REMOVAL.

Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Any space not claimed and occupied by two hours prior to the published Show opening time may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exposition.

Exhibits must be staffed during all Show hours and may not, to any extent, be dismantled before the Show closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

10. STORAGE OF PACKING CRATES AND BOXES.

Unattended freight in any display space as of one hour prior to Show opening will be removed and stored at the exhibitor's sole risk and expense.

Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty."

Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. Exhibitors will be billed by Show Management for removal time and materials at prevailing rates. Neither Show Management, the service contractor nor the exhibit facility shall assume any liability whatsoever for loss or damage.

11. EXHIBITOR'S AUTHORIZED REPRESENTATIVE.

The exhibiting firm assumes responsibility for its authorized representative to follow all Show Management Contract Rules and Regulations.

12. LIABILITY AND INSURANCE.

All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor.

It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

13. INDEMNIFICATION.

Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or averted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

Property Damage. Neither Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

Use of Certain Property. Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless COMPTEL, Show Management, the City and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

14. WAIVER.

Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

15. ATTORNEYS' FEES.

Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

16. AMERICANS WITH DISABILITIES ACT.

Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless COMPTEL, Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

17. SOCIAL FUNCTIONS/SPECIAL EVENTS.

Any social function or special event planned by an exhibiting company, to take place during the COMPTEL PLUS Spring Convention & EXPO, must be pre-approved by COMPTEL.

18. OTHER REGULATIONS.

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. **THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREE TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**