

Contract Terms and Regulations

PROGRAM SPONSORSHIP AND MANAGEMENT

This Exhibition is produced by and subject to the terms and conditions imposed by the International Foundation of Employee Benefit Plans, Inc., hereafter referred to as the International Foundation. The International Foundation will provide management and attendance promotion.

GENERAL

To preserve and maximize the educational value of the Exhibition, the International Foundation reserves the right to determine the eligibility of any Exhibitor and reserves sole control over admission policies. These terms and regulations are established for the mutual protection of the International Foundation and the Exhibitor. Acceptance of application to exhibit does not constitute, in any way, an International Foundation endorsement or approval of the Exhibitor's products or services. The International Foundation reserves the right to make changes in the time schedule or in the general plan of the Exhibition as may be deemed to be in the best interest of the International Foundation, the Exhibitors or the Exhibition generally. All matters not specifically covered by these terms and regulations shall be subject to the decision of the International Foundation. All terms of this contract will be enforced by the International Foundation.

The International Foundation reserves the right to revise the original and approved floor plan should all space not be sold, and to relocate assigned and confirmed booth space.

CONTRACT FOR SPACE

Application for exhibit space, accompanied by the required deposit or payment and receipt of a product/service description, constitutes a contract for the assignment of space pending acceptance by the International Foundation. Any Exhibitor failing to occupy space is not relieved of the obligation to pay the full rental price. This contract will not be binding upon the International Foundation in the event of strikes, labor disputes, acts of God or other circumstances beyond the control of the International Foundation.

TERMS OF PAYMENT

Deposit—A minimum deposit of 50% of the total cost of exhibit space must be submitted with the application. No application will be processed or space assigned until the deposit is received. Hotel reservations will not be made without the per-person hotel deposit.

Applications received after **March 31, 2022** MUST be accompanied by payment in full.

Final Payment—Payment in full for deposited exhibit space, conference registration and/or exhibit personnel fees must be received by **March 31, 2022**. After that date, assigned space will revert to the International Foundation for reassignment and/or sale.

An organizational membership is required for participation in the conference. It is nonrefundable.

EXHIBIT SPACE CANCELLATION POLICY

An administrative fee of 25% of the total cost of the exhibit space(s) will be withheld for cancellations received in writing prior to **May 11, 2022**.

No refunds will be granted after the date of **May 11, 2022**.

Cancellation of exhibit space automatically cancels any complimentary or discounted registrations and hotel reservations.

Both personnel canceling on or after the opening of the conference forfeit all registration fees. Membership fees are non-refundable.

SHARING AND SUBLETTING

NO two (2) companies can share an exhibit space equal to 100 sq. ft. A company is defined as the same business or firm and can involve only a single line of business. Coparticipation by any other corporation or firm or its representatives in space assigned to the original applicant must be approved by prior written permission of the International Foundation and may be subject to an additional charge equal to one-half of the rental cost of space reserved, if accepted by the International Foundation. Exhibitors may not permit nonexhibiting companies' representatives to work in their booth. Exhibitors agree not to assign or sublet the whole or any portion of the rented space.

EXHIBITOR REGISTRATION

Exhibitor Personnel

Deadline—September 12, 2022

A maximum of four (4) persons may be registered for each 100 square feet of exhibit space rented. Each exhibit space includes two (2) complimentary exhibitor registrations. Exhibit personnel will be registered, per exhibit space, as follows:

- One Exhibitor Complimentary—sessions and exhibit space
- One Exhibitor Assistant Complimentary—exhibit space only
- Up to two paid Exhibitor Assistants at \$500 each—exhibit space only.

Any additional personnel require the registration of an Exhibitor Registrant at \$1,695 each (\$1,995 after September 12, 2022) who can attend sessions and staff exhibit space. Guests and unregistered personnel are not allowed to work the exhibit space. A badge or any registration fees may not be shared.

Exhibitor Registrations, Staff Replacements or Cancellations

Deadline—September 12, 2022

Exhibitor registrations, staff replacements or cancellations after September 12, 2022 are subject to an administrative fee of \$150 per person is due in full at the time of the transaction. These fees also apply to complimentary registrations.

On-site registrations—Exhibitors registering on site will not be invoiced. Payment of any applicable fees and the \$150 administrative fee is payable in full at the time of the transaction. Exhibitors canceling booth personnel on or after the opening of the exhibit hall forfeit all registration fees and incur a \$150 cancellation fee.

EXHIBITOR REPRESENTATIVES

Each exhibiting organization must name one person as the **official on-site representative** to:

1. Authorize and enter into such service contracts necessary for the installation and removal of exhibits and the provision of services.
2. Be present, registered and in the booth on **Sunday, October 23, 2022** by 10:00 a.m.
3. See that booth is staffed at all times during published open hours of the Exhibition to attendees. Failure to comply will result in the eviction of the organization by the International Foundation and all service charges billed to and paid by the Exhibitor.

EXHIBIT SPACE AND STRUCTURE—Exhibit Space Apparatus

1. Standard exhibit backgrounds and siderails will be provided. NOTE: It is mandatory each Exhibitor use the pipe and drapery furnished by the Official Service Contractor.
2. Carpeting is not included in the cost of booth space and must be ordered separately **as it is mandatory**.
3. Equipment displayed, pedestals, audiovisual equipment and carts, tables, racks, shelves, risers and similar display units may not exceed 48 inches in height when positioned more than half the distance from the back wall of the booth. Free-standing units, including those intended to be the focal point of an exhibit, are subject to the same rule.
4. Exhibit structures may not exceed 8 feet in height, unless approved in writing by the International Foundation Exhibit Manager prior to move-in date.
5. The extent of the curve on either end of a curved module unit cannot extend forward more than three (3) feet from back wall.
6. If draping is deemed necessary to conceal unsightly wiring or structural supports, this shall be done at expense to the Exhibitor.

OFFICIAL SERVICE CONTRACTOR

The Official Service Contractor, GES, Inc., provides all exhibitor support services: freight, storage and handling (in and out), setup and dismantling of exhibits, display unit rental and booth decorations (carpet, tables, chairs, stools, etc.) and coordinates all inbound international freight with the official freight forwarder and selected customs broker for delivery and clearance on the scheduled move-in date.

All work performed in the exhibit area is under the jurisdiction of the Official Service Contractor, GES, Inc. It is the responsibility of the Exhibitor to be knowledgeable of, and in compliance with, all the requirements in effect. Always refer first to the *Exhibitor Services Manual* for specific regulations and union jurisdiction regarding (1) exhibit labor and (2) freight handling, to include "hand carry" materials.

NONOFFICIAL CONTRACTORS—CERTIFICATES OF INSURANCE

1. EACs (exhibitor-appointed contractors), contracted by the Exhibitor to install and dismantle a display, must submit written notification to the International Foundation with the name of the client exhibitor, contractor, address and supervisor by **September 16, 2022**.
2. A Certificate of Insurance is to be mailed to the Official Contractor GES, with a copy to the International Foundation, prior to **September 16, 2022**.
3. The International Foundation must approve any nonofficial contractors. All EACs (exhibitor-appointed contractors) and unregistered exhibitor personnel "must be badged." Proof of identification and affiliation will be required. Security will escort any person without a badge from the show floor and to the Official Service Contractor's Service Desk for show management approval.

EXHIBITOR SERVICES MANUAL

The *Exhibitor Services Manual* will be mailed **electronically the week of July 18, 2022** to the exhibiting firm's designated event contact. The online document will contain all order forms and deadline dates for booth carpet, accessories (tables, chairs, etc.), electrical, telephone, lead retrieval, computer/audiovisual, etc., as well as all shipping, material handling information and forms. Carpeting is mandatory.

SHIPPING

Exhibitor agrees to ship, at its own expense and risk, all property to be exhibited. All shipments must be prepaid. Cash-on-delivery shipments cannot be accepted at any time.

- **Monday, September 19, 2022**—Advance shipments may begin arriving at the Las Vegas Warehouse.
- **Tuesday, October 18, 2022**—Last day for advance shipments to arrive at the Las Vegas Warehouse without surcharges
- **Friday, October 21, 2022**—Direct shipments may begin arriving at exhibit site.
- Shipments should be consigned to the Official Contractor, GES, Inc.

All shipping labels MUST include *name of company, booth number and show name*. Examples of both advance and direct shipment labels will be included in the *Exhibitor Services Manual*. NOTE: Mandalay Bay Convention Center will refuse ALL shipments. Specific shipping information, methods, rates, etc., will be provided by the International Foundation and GES, Inc. Appropriate shipping and material handling forms will be included in the *Exhibitor Services Manual*.

INSTALLATION

Mandalay Bay Convention Center
Las Vegas, Nevada
8:00 a.m.-5:00 p.m.

Friday, October 21, 2022

and Saturday, October 22, 2022

1. All displays and equipment must be in place and crates removed by 5:00 p.m. Saturday, October 22, 2022. Aisle carpet will be installed and cleaned after 3:00 p.m. on Saturday, October 22, 2022.
2. The International Foundation reserves the right, should any rented space remain unoccupied at 3:00 p.m. on Saturday, October 22, 2022, to rent or occupy said space. This clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount of the rental fee for space provided. If the display unit is on hand, the International Foundation Exhibit Manager, at 3:00 p.m. on Saturday, October 22, 2022, reserves the right to:
 - Assign any labor to set any display that is not in the process of being erected.
 - Order the removal of all display materials and crates not in the process of being set.The charge for labor to complete either of these options will be billed to the Exhibitor, and the International Foundation shall have no liability for such work.
3. **Children are not allowed on the exhibit floor at any time.**

PLEASE RETAIN A COPY OF ALL FORMS FOR YOUR RECORDS.

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DISMANTLING

2:30-7:00 p.m.

Tuesday, October 25, 2022

1. All exhibits **MUST remain intact until 2:30 p.m. on Tuesday, October 25, 2022.** No goods may be packed or removed before that time. Any Exhibitor dismantling or removing materials prior to that time will forfeit its company's right to exhibit at future International Foundation Annual Conferences and Exhibitions.
2. Freight not picked up by 7:00 p.m. will be rerouted onto another carrier at the Exhibitor's expense.
3. All exhibiting companies are responsible for all labor and other costs associated with setup and dismantling of their own exhibits.

SECURITY

The International Foundation shall provide sufficient security service on a 24-hour basis for the duration of the Exhibition. Exhibitors desiring special security precautions should arrange for the International Foundation-approved private guard service at their own expense.

CONDUCT/RESTRICTIONS

The International Foundation reserves the right to restrict exhibits which, because of noise, odors, method of operations or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the International Foundation Exhibition as a whole. This reservation includes persons, gaming devices, things, live animals, printed material or conduct. The International Foundation reserves the right to approve, prohibit and/or restrict the distribution of any promotional and/or giveaway items. **ONLY** those products/services approved by the International Foundation at the time of application and approval may be demonstrated and/or displayed.

Exhibitors agree to abide by the following restrictions:

1. Sales/transactions, or any form of order taking for cash or credit, are prohibited within the exhibit hall by an Exhibitor or anyone on its behalf.
2. No costumed persons or mannequins may be engaged without prior written approval of the International Foundation. Once approved, the Exhibitor shall be sure their manner and appearance do not offend even the most critical.
3. Products, circulars, publications and advertising matter *must be confined to and may only be distributed and/or operated within the assigned exhibit space.*
4. Nothing shall be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture.
5. Signs, rails, etc., will not be permitted to intrude into or over aisles.
6. Exhibitors are prohibited from providing conference participants with any type of address labels, address stamps or other devices used to indicate conference participants' home or business addresses. Violators of this policy are subject to confiscation of offending equipment and/or dismissal from the exhibition hall.
7. No gummed surface or pressure-sensitive labels, self-adhesive stickers/labels or advertising stickers will be permitted.
8. Drawings for prizes are permitted at your booth. Winners **may not be announced** from the booth but may be posted at a designated location. Drawings for prizes may not be conducted in function rooms, sleeping rooms or suites.

9. Giveaway and prize-drawing items are at the discretion of the exhibiting party as long as the item(s) are deemed appropriate and in good taste. Exhibitors are, however, cautioned to review the LM-10/LM-30 filing requirements of the Department of Labor as they relate to gifting.

10. Prize Drawings and Giveaways

The International Foundation has capped prizes at a \$1,000 value per individual item and a \$5,000 aggregate limit per exhibiting company. This means that any one prize you give away cannot be valued at more than \$1,000. In addition, the combined value of your "freebie" giveaways and your prize drawing(s) cannot be valued over \$5,000. For further important information regarding the LM-10/LM-30 reporting guidelines, exhibitors are encouraged to review the Department of Labor website at www.dol.gov.

11. The Exhibitor shall not conduct outside activities that are likely to take qualified attendees from the official and scheduled Conference and/or Exhibition functions.
12. Receptions, demonstrations or meetings in hospitality suites may not be conducted during scheduled and published open hours of the Exhibition or Conference.
13. Food products or beverages are not to be distributed without prior written approval from the International Foundation. All food and beverages must be ordered through catering. No outside food and beverages allowed. Alcohol and popcorn are not allowed to be served from exhibit booths.
14. Exhibitor agrees to treat all conference attendees with courtesy and not to discriminate against any person for any reason. The International Foundation reserves the right to remove any Exhibitor whose personnel discriminate against any persons in any manner.
15. Badges—**All** exhibit personnel will be required to wear the official conference badge issued at registration. Badges and registration materials will be distributed only to registered personnel. Exhibit personnel may not exchange, deface, mark or alter the badge in any manner.
16. Photographing or videotaping the conference, its attendees and other elements is prohibited.
17. Any oral or written communication indicating or suggesting that the International Foundation endorses or approves of the Exhibitor's products or services is prohibited and is grounds for closing of an exhibit with no refund of fees or deposits to the Exhibitor.

SOLICITATION

The aisles and other spaces in the exhibition and conference areas, not leased to Exhibitors, shall be under the control of the International Foundation. All displays, equipment demonstrations, presentations, distribution of literature or any other type of activity shall be conducted in a professional nature, avoiding the use of sideshow or theatrical gimmicks inside the space contracted. Standing in aisles, or in front of any exhibit booth, for advertising purposes is strictly prohibited.

Persons connected with nonexhibiting concerns are prohibited from any dealing, exhibiting or soliciting within the exhibit hall, Convention Center facilities, or hospitality suites and suites of the International Foundation conference hotels. Exhibitors are urged to report immediately any violations of this rule to the Exhibit Manager or a member of the International Foundation staff.

SOUND/LIGHTING

All sound and lighting must be kept at sufficiently low levels so as not to disturb other Exhibitors. Public address systems, radio broadcast, objectionable lighting to include flood, spot, strobe, flashing and revolving lighting or other devices used only to attract attention by sound or light are

prohibited. The International Foundation reserves the right to turn off the electricity supply of any Exhibitor who violates this rule.

FIREPROOFING AND SAFETY

All decorations, drapes, signs, banners, acoustical materials, plastic cloths or any other similar materials generally considered to be easily ignited shall be flame-retardant to the satisfaction of the state of Nevada and City/County Fire Marshal of Las Vegas. Compliance with all city, state and county health and fire ordinances is required.

Aisles and exits shall be kept clean, clear and free of obstruction. Display literature/reserve supplies are to be limited to reasonable quantities. A reasonable quantity shall mean materials, enough to disperse in a minimum of four (4) hours, may be kept within the booth space but must be stored in a safe, neat and compact manner, out of the view of attendees. Empty boxes, crates and other items cannot be stored behind your booth. It will be the responsibility of the Exhibitor to arrange for access storage through the Official Service Contractor, GES, Inc.

Children 18 years of age and younger are not allowed on the show floor on the days of installation and dismantling.

LICENSING

Exhibitor shall secure any and all necessary licenses for any (a) performances, displays or other uses of copyrighted works or patented inventions; and (b) use of any name, likeness, signature, voice or other impression, or other intellectual property used directly or indirectly by Exhibitor.

AMERICANS WITH DISABILITIES ACT (ADA)

Exhibitor agrees to comply with all applicable provisions of ADA and shall indemnify the International Foundation, its officers, directors, members and agents for Exhibitor's failure to comply with ADA provisions.

TERMINATION OF EXHIBIT

If the premises where the Exhibition is to be housed are destroyed or damaged, or the Exhibition fails to take place as scheduled or is relocated or interrupted and discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, or for any other reason, this contract may be terminated by the International Foundation. In the event of such termination, the Exhibitor waives any and all damages and claims for damages, and agrees that the sole liability for the International Foundation shall be to return to each participating organization the registration payment.

LIABILITY AND INSURANCE

Exhibitor agrees to protect, save and keep the International Foundation and Mandalay Bay Convention Center, Las Vegas, Nevada forever harmless from any damage or charges imposed for violation of any law or ordinance, whether caused by the Exhibitor and its agents and employees or those holding under the Exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the agreement between Las Vegas Convention Center and the International Foundation regarding the Exhibition premises. And, further, Exhibitor shall at all times protect, indemnify, save and keep harmless the International Foundation and Las Vegas Convention Center against and from any and all loss, cost, damage, liability or expense arising from or out of or by reason of any accident or other occurrence to anyone or anything, including the Exhibitor, its

agents, employees and business entities, which arises from or out of or by reason of said Exhibitor's occupancy and use of the Exhibition premises or a part thereof.

The International Foundation will exercise reasonable care for the protection of Exhibitor's materials and displays. However, the exhibiting company, on signing this contract, expressly releases the International Foundation, the named Official Service Contractor, GES, Inc., and Mandalay Bay Convention Center, from, and agrees to indemnify same against, any and all claims for such loss, damage or injury. Exhibitors desiring to carry insurance on their exhibit, display, products, etc., will place it at their own expense.

STANDARD ARBITRATION CLAUSE

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

ENTERTAINMENT GUIDELINES

The International Foundation Board of Directors has developed the following rules of conduct for the guidance of members relating to the entertainment of persons attending International Foundation meetings, including the annual conference, institutes and regional seminars.

1. On regularly scheduled educational conference days, entertainment of persons attending International Foundation educational functions shall be limited to the functions or gatherings commencing after 6:00 p.m. or at the conclusion of the educational sessions. **REMINDER:** One of the educational opportunities from attending this educational conference is the networking among conference registrants that occurs outside the classroom setting; and, in many cases, the networking occurs at social events such as receptions hosted by organizations serving the employee benefits community. This networking may involve the exchange of experiences among registrants regarding processes, procedures or arrangements discussed during the conference, including commentary on best practices based on the experiences of those registrants. The Foundation appreciates that such organizations provide the settings for this networking opportunity and encourages the settings for those social events be used to facilitate the exchange of those ideas.
2. Trustee meetings may be conducted in conjunction with International Foundation programs provided such meetings do not conflict with the schedule of educational programs.
3. Members and/or nonmembers who violate the above rules of conduct shall be refused membership in the International Foundation and shall be barred from participation in International Foundation activities for a period of time to be determined by the Board of Directors.
4. The International Foundation's logo, or mark, is a registered trademark of the International Foundation, and any use of it is prohibited without a prior written license from the International Foundation for such use. An example of prohibited use of the International Foundation's logo, or mark, would be the inclusion of it on invitations to social events that may occur in conjunction with an International Foundation educational conference. In addition, neither registration for the educational conference nor registration to exhibit at an educational conference entitles the registrant to use the International Foundation logo.

Responsibility of the Exhibiting Firm—to be fully familiar with these rules and regulations and to see that each member of the firm attending the conference, either as exhibit personnel or registrant, or both, is familiar with these rules and regulations.

Signature: _____ Print: _____

Title: _____ Company: _____

Date: _____

IMPORTANT: Please sign and include with exhibit application page.

Copy this document for your files and please provide exhibit booth personnel with a copy.