

Monday, May 8, 2017 - Monday, May 15, 2017 Anaheim Convention Center, Anaheim, CA

# **Exhibitor Rules and Regulations**

These Exhibitor Rules and Regulations ("Rules and Regulations") shall govern the rental and use of exhibit booth space at the 2017 JPMA Baby Show, to be held at the Anaheim Convention Center, Anaheim, California. They are incorporated by reference in the 2017 Exhibit Space Reservation Request.

### I. SHOW PURPOSE

- 1. <u>Sponsorship and Management</u>: The JPMA Baby Show, including the Anaheim Baby Show, all related conference and educational programming, and all special events held in conjunction (together, the "Show"), is produced and is the property of the Juvenile Products Manufacturers Association (JPMA). JPMA will provide all Show functions and establish all Show policies in its sole discretion.
- 2. <u>Purpose</u>: The purpose of the Show is to promote and stimulate interest in and demand for the products of the members of JPMA and the juvenile products industry.
- 3. Who May Exhibit?

<u>Manufacturers</u>: The Show is designed for display and demonstration of infant and children's products suitable for the prenatal to preschool marketplace. Exhibitors must be engaged in the manufacture, importation, or distribution of juvenile products for general sale to distribution channels. Exhibiting companies shall not be **primarily** engaged in retailing, wholesaling or sales representation of juvenile products except companies approved for exhibition only at the Anaheim Baby Show (consumer) portion of the Show.

<u>Licensors</u>: Any organization, which has licenses with companies as outlined above, may occupy exhibit space under the following conditions:

- Must comply with all rules and regulations;
- Exhibit only to promote "brand" or "character" awareness;
- Upon submission of exhibit contract, licensors must provide JPMA with a complete list of the manufacturers/products which will be shown.

Publications: Any publication pertinent to the juvenile products industry may occupy exhibit

space.

<u>Service Providers</u>: Any organization that designs, manufactures, distributes or supplies products and/or services pertinent to the operations of manufacturers, distributors or retail establishments such as (but not limited to) software, shelving, displays, consulting services, etc. may exhibit. Exhibiting service providers may be restricted to choosing a booth space in a particular area of the Show floor designated by JPMA.

JPMA reserves the right to determine, in its sole discretion, the eligibility of all exhibit space applications and individual products to be exhibited.

#### II. SPACE ASSIGNMENT AND SELECTION

1. <u>Allocation Procedure:</u>

A JPMA member-only exclusive early registration period will be open from September 26, 2016 through November 13, 2016. Booth location preferences will be considered on a first-come-first-served basis for 2016 members in good standing that reserve space during the priority period. Every effort will be made to accommodate booth location requests. For booths 1600 square feet or larger, the Show team will work with exhibitors to ensure a location that both complies with convention center restrictions and ensures the Show has an appropriate flow and balance.

For exhibitor applications received after November 13, 2016, from both JPMA members and non-members, booth space location will be at the discretion of JPMA.

<u>Members in Good Standing</u>: No company owing any outstanding balance to JPMA for dues, fees, or Show related activities will be considered a member in good standing until after all outstanding balances have been paid.

JPMA reserves the right to establish a minimum and maximum amount of space each exhibitor may occupy.

2. <u>Additional Space</u>: JPMA reserves the right to add additional exhibit space to the Show. In doing so, members will be advised first that this additional option is available to them. All others would then have the option to review this alternative space.

### III. PAYMENT OBLIGATIONS

<u>Space Rental Fee:</u> For JPMA members contracting exhibit space during the priority early registration period, a
deposit equal to 25% of the total cost of the space, net of any applicable JPMA member discounts for members in
good standing, will be due immediately. Space reservations are conditioned upon receipt of the deposit. An
additional 25% will be due December 15, 2016. The remaining balance will be due March 1, 2017. Applicable JPMA
member discounts related to the Show are conditioned upon 2017 membership dues being paid in full and the
member being in good standing as of February 1, 2017.

For exhibitors, both JPMA members and non-members, who contract exhibit space on or after November 14, 2016, a deposit equal to 50% of the total cost of the space, net of any applicable JPMA member discounts, will be due immediately. Space reservations are conditioned upon receipt of the deposit. The remaining balance will be due March 1, 2017. Applicable JPMA member discounts related to the Show are conditioned upon 2017 membership dues being paid in full and the member being in good standing as of February 1, 2017.

All payments should be made to: Juvenile Products Manufacturers Association (JPMA) Attention: JPMA Baby Show 1120 Route 73, Suite 200 Mt. Laurel, NJ 08054

Payment may be made by check payable to the Juvenile Product Manufacturers Association drawn on a US Bank in U.S. dollars, wire transfer or credit card.

Exhibitors not paid in full will not be permitted to set up their booths and JPMA has the right to resell the space.

- 2. <u>Exhibit Space Fee Schedule:</u> Booth fees for exhibit space are found in the exhibitor prospectus. These fees have been established to make participation in the Show available to the greatest number of eligible companies and to contribute to the maximum potential for exposure of each exhibitor without undue excessive cost on any particular exhibitor or exhibitors. The booth fee schedule is not to be interpreted as an indication of special interests on the part of JPMA or its member companies.
- 3. <u>Included in Fees:</u> The cost of exhibit space rental includes your exhibit booth space and personnel badges, as contracted, for both the trade and consumer portions of the Show, access to conference programming, attendance promotion and publicity; your Show directory listing (except in case of late assignments occurring after directory deadline date), opportunity to purchase advertising in the Show directory (with exception noted above), exhibitor manual; an official Show sign for placement inside the Show space; maintenance of the Show halls and common

areas, building security; general illumination, heat and water; attendance roster, registration personnel; copy of the Show directory.

- 4. <u>Payment Information</u>: All monies must be paid in U.S. dollars drawn on a U.S. bank, by credit card or by wire transfer. Checks should be made payable to JPMA. It is the responsibility of the exhibitor to include an additional \$25 with all wire transfer payments to cover the cost to JPMA as well as any additional fees charged by the exhibitor's bank. For complete information on wire payments contact JPMA.
- 5. <u>Accuracy of Information</u>: JPMA certifies to the best of its knowledge exhibit space information and measurements are accurate per information provided by the Anaheim Convention Center. However, JPMA will not be responsible for discrepancies unless the exhibitor can provide proof on the part of JPMA to purposely falsify such information.

# IV. SHARED EXHIBIT SPACE

- 1. <u>Joint Occupancy</u>: Exhibitors are allowed to share one booth space providing the following:
  - a. There is a limit of 2 companies that are allowed to share one space.
  - b. The shared space must be a minimum of 300 square feet.
  - c. Each participating company must complete, sign and submit an exhibit contract agreeing to all rules and regulations.
  - d. Participating exhibitors must coordinate the space rental payment amongst themselves so that only one payment is made to JPMA for the actual room rental charge.
  - e. Each participating exhibitor will receive individual exhibitor manuals. However, they must coordinate the submission of booth order forms amongst themselves to avoid any duplicate orders and charges.

Each participating exhibitor deciding to share a booth in the above manner will receive an individual Trade Show Directory Listing. If either of the participating companies is a non-member, no JPMA Show-related member discounts will be available.

- 2. Use of Another Exhibitor's Products: An exhibitor may Show the products of another exhibitor solely for the purpose of enhancing the primary display of his own products. Any exhibitor using such products in its display shall have permission from the other exhibiting manufacturer. This would differ from "joint occupancy" in that the items used for display enhancement cannot be sold and representatives from the exhibiting company supplying the items cannot be present in the booth. Exhibitors may not Show or display products from non-exhibiting companies unless either (i) the exhibiting company is the sole U.S. distributor of such product; or (ii) the products are single units purchased at retail solely for the purpose of enhancing the exhibitors display. Exhibitors found in violation of this clause may be expelled from the Show.
- 3. <u>Penalty for Sublet:</u> Any exhibitor found to be subletting or sharing their space with another company that has not followed all the rules outlined in the "joint occupancy" section, including but not limited to paying their own exhibit fee, shall be expelled from the Show and both leaser and lessee shall be subject to denial of opportunity to exhibit at future Shows and/or fines.

# V. CANCELLATION OR WITHDRAWAL

An exhibitor may cancel or withdraw from the Show subject to the following conditions and restrictions:

- 1. The exhibitor shall give JPMA notice in writing of his intention to cancel or withdraw from the Show regardless of the timing of the cancellation.
- 2. In the event the notice is received before December 31, 2016, the exhibitor agrees to pay a cancellation charge of 50% of all exhibit space rental fees.
- 3. In the event notice is received on or after January 1, 2017, the exhibitor agrees to pay a cancellation charge of 100% of all exhibit space rental fees.

4. Any cancellation shall mean forfeiture of the option to reserve that same space when assignments are made for the next Show, if applicable.

Failure to comply with any of the financial obligations listed above shall make the exhibitor ineligible for future JPMA Baby Shows.

# VI. DEFAULT OF OCCUPANCY

An exhibitor failing to occupy an exhibit space contracted for, but not cancelled by 12:00 noon on Wednesday, May 10, 2017 will not receive a refund. In this event, JPMA shall have the right to use space to suit its own convenience, including selling the exhibit space to another exhibitor without any rebate or allowance to the defaulting exhibitor. JPMA assumes no responsibility for having included or excluded the defaulting exhibitor or descriptions of his products in the Show directory, brochures, news releases or other materials.

### VII. PROMOTIONS AND ACTIVITIES OUTSIDE CONTRACTED EXHIBIT SPACE

- 1. <u>Promotion Permitted In Show Area Only:</u> Exhibitor agrees, subject to expulsion from the Show, not to take advantage of the Show to exhibit products, or to promote or otherwise exploit the company, products, or product name(s) during the period of the Show except within that company's exhibit space in the JPMA Baby Show exhibit area of the Anaheim Convention Center unless that exhibitor has received specific written permission from JPMA Baby Show. Permission for promotion other than in the exhibitor's exhibit space will be at the prerogative of JPMA Baby JPMA and granted only for extenuating circumstances which satisfy the mutual needs of JPMA the exhibitor and other exhibitors. Violators will be subject to being ruled ineligible for future Shows.
- <u>Visitor Entertainment</u>: Exhibitor also agrees not to entertain visitors during Show hours in a rented function room or to otherwise induce visitors away from the Show. Requests will not be granted by JPMA for hospitality suites or transportation or conveyances encouraging buyers to leave the main Show areas during Show hours or JPMA hosted events. Violators will be subject to being ruled ineligible for future Shows.
- 3. <u>Special Advertising Effects:</u> Special advertising effects outside the exhibitor's contracted exhibit space will not be permitted.
- 4. <u>Helium Balloons/Adhesive Back Decals</u>: Absolutely no helium balloons or adhesive backed decals are permitted in the Anaheim Convention Center. They may not be given as promotional handouts.
- 5. <u>Games:</u> Games of chance, lotteries, drawings and similar visitor attractions are permitted, however, distribution of tasteful prizes or gifts must be presented to the recipient after the closing of the Show.
- 6. <u>Animals</u>: The use of live animals in an exhibit for any purposes is prohibited.

# VIII. ARRANGEMENTS OF EXHIBITS

- 1. <u>Booth Design Regulations:</u> If an exhibit display does not adhere to these regulations listed below, or the overall Show Rules and Regulations, exhibitors will be required to modify their exhibits on-site at their own expense. Any variances from these regulations must be submitted in writing by the exhibitor, at least 90 days prior to the Show, and are subject to JPMA approval. Variances may be denied by JPMA for any reason and in its sole discretion.
  - a. Standard Linear Booths definition: one or more standard booths in a straight line. Height regulation the maximum height for merchandise and/or display fixtures placed in the back 50% of the booth is 8 ft. 3in. (2.5 m). Merchandise and/or display fixtures placed in the front 50% of the booth may not exceed 4ft. (1.22 m) in height within 10 ft. (3.05 m) of adjoining booth.
  - b. Perimeter Wall Linear Booths definition: one or more standard booths located on the perimeter wall of the exhibit floor. Height regulation the maximum height for merchandise and/or display fixtures placed in the back 50% of the booth is 12 ft. (3.66 m) or 20 ft. if booth includes hanging signage. Merchandise and/or display fixtures placed in the front 50% of the booth may not exceed 4ft. (1.22 m) in height within 10 ft. (3.05 m) of adjoining booth.
  - c. Peninsula Booths definition: an exhibit made up of four or more standard booths back to back (i.e. 20' x 20') with aisles on three sides and a back wall adjacent to the neighboring exhibits.

Height regulations - the maximum height for merchandise and/or display fixtures is 12 ft. (3.66 m) or 20 ft. if the booth includes hanging signage. Any portion of the exhibit booth bordering another exhibitor's booth must have the back side of that portion finished and must not carry identification signs.

- d. Island Booths definition: an exhibit with at least four or more standard booths back to back (i.e. 20' x 20') with aisles on all four sides. Height regulations the maximum height for merchandise and/or display fixtures is 12 ft. (3.66 m) or 20 ft. if the booth includes hanging signage.
- 2. <u>Space Allowed:</u> All exhibitors shall arrange their displays so they utilize only the contracted exhibit space. This regulation shall apply at all times during set-up, Show hours and dismantling.
- 3. <u>Appearance and Maintenance</u>: All displays must recognize the rights of other exhibitors and Show visitors and conform to the overall pattern developed by JPMA. No exhibitor shall present an unfinished, curtained or unsightly display within view of any other exhibit space or aisle way.

Use of table drapes will be permitted except for areas designated by JPMA.

Exhibitors are responsible for cleaning and maintaining their exhibit area, including removal of excessive amounts of trash or waste materials during Show hours. Trash removal is provided after Show hours for all trash placed in designated areas. This may not be construed as permission to place trash outside exhibit space during Show hours or set-up.

- 4. <u>Freestanding Displays</u>: All exhibits are to be free-standing. Display boards and shelving are available for rental from the Show decorator and may be used with specific conditions.
- 5. <u>Exhibit Space Usage:</u> Contracted exhibit space does not include walls or ceilings.
- 6. <u>Lighting</u>: JPMA reserves the right to restrict the use of glaring or irregular lighting effects. Lights, particularly the bulbs or other light source, must not be visible from aisles. All lighting material must be approved by Anaheim Convention Center management for compliance with fire and safety regulations. Fluorescent light is permitted.
- 7. <u>Video and Sound Systems:</u> Video will be permitted within exhibit space, subject to approval by and the control of JPMA. Plans for all projections must be submitted to JPMA at least 30 days prior to the Show. JPMA reserves the right to curtail any sound systems. Machines, which create excessive noise, making normal conversation in neighboring Show spaces difficult, may at the discretion of JPMA, be restricted to periodic operation. Exhibitor assumes responsibility for compliance with union requirements relating to projection equipment and sound systems.
- 8. <u>Music:</u> JPMA has not obtained a music license authorizing the performance of either live or recorded music on the meeting's premises. As a condition of JPMA's acceptance of the exhibitor's application, exhibitor hereby warrants and presents that no copyrighted music will be performed, either live or recorded, at the direction of the exhibitor floor or in company leased rooms during the meeting dates unless the exhibitor has obtained written permission from the copyright owner for such use. All copyright fees applicable to music or entertainment used as part of an exhibit are the full responsibility of the exhibitor violate the provision, the exhibitor agrees to indemnify, save, hold harmless, defend and bear all expenses as they are incurred by JPMA and its respective directors, officers, agents, employees, and each of them, from and against any and all claims, costs and expenses (including legal fees and expenses), demands, actions, and liabilities of every kind and character whatsoever with respect to the unauthorized use of copyrighted music.
- 9. Signs: Each exhibit space must display a sign indicating the name of exhibiting company. The official Show sign (included in the fee for each exhibitor's space) is hung by JPMA prior to the Show. Any additional signage will be provided at exhibitor's expense. Under no circumstances shall any signage or promotional item or activity be placed in the halls or in any place outside the specifically assigned exhibit space. No Anaheim Convention Center, Baby Show, JPMA, or Family Media LLC, logos shall be moved at any time except by JPMA Baby Show or Anaheim Convention Center personnel nor shall any exhibitor request movement of such materials for his individual benefit.

Exhibitors with space 2,000 sq. ft. or larger must have two cleared entrances and exits for Fire Marshall Approval. Exit signs to be hung above doorways will be provided on-site by Anaheim Convention Center.

Exhibitors who purchase supplemental listings in the Official Show Directory may request such names to be included on the official Show sign at no extra charge.

Hanging signs and graphics may be implemented for Peninsula and Island Booths only. Whether suspended from above, or supported from below, they should must comply with use-of-space requirements. Hanging Signs and Graphics should be set back 10ft (3.05m) from adjacent booths and be directly over contracted space only. Approval for the use of Hanging Signs and Graphics must be secured from JPMA at least 90 days prior to the Show. Variances may be issued at JPMA's discretion. Electronic signs are permitted by requesting approval by JPMA no less than 90 days prior to the Show.

- 10. <u>Approval:</u> All exhibitors are required to submit their plans in writing for advance approval by JPMA if such plans include the use of unusual effects or methods of presentation of the product. Advance approval for any unusual exhibit effects must be requested in writing at least 90 days prior to the Show. JPMA reserves the right to rule any product or display as inappropriate for the Show, either in advance or during the Show.
- 11. <u>Americans with Disabilities Act</u>: Exhibiting companies are responsible for making booths accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold JPMA and Family Media harmless from any consequences of exhibiting company's failure in this regard.

# IX. SHOW HOURS

- 1. <u>Exhibit Space Staffing</u>: Each exhibitor is required to keep at least one attendant in his exhibit space during all Show hours. The exception to this rule shall be for religious holidays or extenuating medical emergency. Any request for such exception must be made personally or in writing to the JPMA prior to the Show.
- 2. <u>Show Exhibit Hours\*:</u>

Wednesday, May 10, 2017: 2:00 p.m. to 9:00 p.m. Thursday, May 11, 2017: 9:00 a.m. to 6:00 p.m. Friday, May 12, 2017: 9:00 a.m. to 1:00 p.m. Saturday, May 13 (consumer day): 10:00 a.m. to 3:00 p.m. \*subject to change with advance notice

All exhibitor personnel are requested to be in exhibit space at least 15 minutes prior to the opening of the Show. Exhibitor personnel are allowed access one hour prior to opening on Show days.

- 3. <u>Buyer Access</u>: Although official Show hours are as indicated above, please contact JPMA for appointment access outside of Show hours.
- 4. <u>Installation and Other Non-Show Hours</u>: No one will be permitted in any exhibitor's space at any time during installation or dismantling of the Show or between during non-Show hours on Show days unless positively identified with a Show badge as an employee or authorized representative of the exhibitor occupying that room.

# X. MOVE-IN AND MOVE-OUT

1. <u>Set-Up:</u> Exhibitors may begin setting up their exhibit space on Monday, May 8<sup>th</sup> or Tuesday, May 9<sup>th</sup> depending on location of booth(s). Exhibitors will be contacted with specific details on move-in more and detailed information on set up will be available in the exhibitor manual.

# ALL EXHIBITS MUST BE INSTALLED BY 12:00PM on Wednesday, May 10, 2017, AT WHICH TIME JPMA WILL MAKE AN INSPECTION.

 <u>Work/Access Authorization for Installation and dismantling (I&D) Personnel:</u> Exhibitors have the option of utilizing the JPMA Baby Show official labor contractor, their own full-time employees or an independent I&D service company. If using an independent I&D Service Company, at least 30 days prior to the Show, the I&D company must provide JPMA with proof of general liability insurance in excess of \$2-million which names the general services contractor, JPMA and Family Media LLC as additionally insured parties. If such proof is not provided to JPMA 90 days prior to Show, the I&D personnel will not be permitted access. A list of key I&D contact and names for badges is also required at that time.

- 3. <u>Crate Storage</u>: Exhibitors shall provide needed storage within their own exhibit space for all materials. Any additional materials not fitting within the exhibit space must be removed and stored at another location during Show hours. Please refer to the exhibitor manual for more details on crate storage.
- 4. <u>Nothing in Aisles:</u> At no time shall packaging, crates, containers or display materials and products be set in the aisle or halls. Exhibitors doing so are subject to fines for violation of fire codes. Any such items will be assumed to be trash and will be disposed of by the official decorator, JPMA Baby Show staff or Anaheim Convention Center maintenance staff. NOTE: This ruling applies at all times including set-up, Show and dismantling hours. All products and items shipped to the Show must be in packaging small enough to fit inside the exhibitor's exhibit space.
- 5. <u>Hand Trucks</u>: There shall be no hand trucks or other wheeled apparatus in the aisle ways except during hours of installation and dismantling. Crates, carts, exhibit materials, merchandise or any other exhibitor items are not permitted to be left in the halls or aisles at any time. Participants are permitted to use luggage carts on the Show floor.
- 6. <u>Entrance</u>: Movement of materials into and out of the Show areas will be only via Anaheim Convention Center delivery entrances via designated routes.
- 7. <u>Traffic Control</u>: It shall be in the right of the official material handling company and Anaheim Convention Center to control all traffic and movement of display items into and out of the building and in order to prevent tie-ups at the loading platform, to keep aisles clear, and to provide a safe, orderly, and efficient operation for the Show as a whole. Any materials left behind without orders may be classified as abandoned. JPMA Baby Show and Anaheim Convention Center reserve the right to charge a removal fee to the exhibitor for any such items.
- 8. <u>Dismantling Hours:</u> After the close of the trade Show on Friday, May 12, exhibitors may make adaptations to their booth for the purposes of consumer promotion. These shall not cause significant changes to the booth structure without prior permission from JPMA. Dismantling will start ONLY after the close of the Show at 3:00 p.m. Saturday, May 13. All exhibits must be removed from exhibit space by 12:00 p.m. on Monday, May 15. Absolutely no dismantling will be permitted before 3:00 p.m. Saturday May 13th. Violators will be subject to sanctions on the next event.
- <u>Move-Out Hours</u>: Move-out hours will begin at 3:00 p.m. Saturday May 13 and run through Monday, May 15 at 12:00 p.m. Exhibitors should not plan to remove items on Saturday (after Show closing) unless such items can be hand carried.

Selling Samples: If exhibitor has sold any part of his display or product to local retailers, the exhibitor agrees that sold items may be picked up no earlier than 3:00 p.m. on Saturday, May 13, If you are selling a large part or your entire space, please note that it may not be picked up prior to 3:00 p.m. on Saturday, May 13 and that you must visit the JPMA Baby Show Office by 12:00 p.m. on Saturday, May 13 to fill out a form notifying JPMA of your intent to sell your entire space. JPMA will assist exhibitors and buyers by issuing a special "temporary" badge for specifically named individuals or stores so that they may gain access to the Show floor. Badges shall be obtained from the JPMA Baby Show exhibitor check-in booth. Retailers must have a signed receipt from the exhibitor indicating the specific items purchased JPMA and Anaheim Convention Center security reserve the right to request to see this receipt.

# JPMA and the Anaheim Convention Center will not be responsible for the security of any items that are sold by an exhibitor.

10. Samples that are going to be hand carried out during the Show require a "SAMPLE" sticker, available at JPMA's Show Office in the Anaheim Convention Center. JPMA requires a list of who has purchased a large part or all of any space by Show closing. This should not imply that JPMA takes responsibility for the sold items.

# 11. Official Service Contractor Information: Labor, Shipping, Decorating and Furnishings. Please refer to the official exhibitor manual for this information.

All materials moved in via the official exposition/material handling company shall be assumed to be moved out by that company and freight rates will be charged accordingly. Special arrangements may be made through the exposition/material handling company to portion or split shipments with individual crates or packages returned to various locations. The material handling company will charge for this service and will require the authorization of a representative of the exhibiting company.

# XI. ADMISSION AND REGISTRATION

- <u>Admission</u>: The trade Show portion of the Show running Wednesday May 10 through Friday May 12 is not open to the general public. An official badge issued upon registration entitles the wearer to unlimited attendance during scheduled Show hours. An official badge must be worn at all times in the Show area and is not transferable. JPMA and the Anaheim Convention Center will have control of all admission policies at all times. NO ONE UNDER THE AGE OF 16 WILL BE PERMITTED IN THE JPMA BABY SHOW AREAS DURING SET-UP AND/OR DURING MOVE-OUT. THIS WILL BE STRICTLY ENFORCED.
- 2. <u>Competing Companies:</u> JPMA prohibits solicitations by non-exhibitors on the Show floor or other areas where meeting functions are held. JPMA reserves the right to deny admission or evict any individual promoting products in competition with exhibiting companies whose company is not a participating exhibitor. Exhibitors shall refrain from visiting booths other than their own unless by invitation, and preferably only the morning of Friday, May 12, 2017.
- 3. <u>Exhibitor Rights:</u> Exhibitors have the right to refuse any person except Anaheim Convention Center personnel, service contractors, or JPMA access to their exhibit space at any time. Any exhibitor needing assistance in evicting unwanted individuals from his/her exhibit space should contact the official JPMA Baby Show security employees or the Show office.
- 4. <u>Badges Required:</u> JPMA Baby Show badges must be worn at all times by all persons in the JPMA Baby Show areas of the Anaheim Convention Center. Anyone not wearing an official JPMA Baby Show badge will be evicted from the Show area. Badges for the Show area will be granted only by JPMA Baby Show to individuals with valid identification.
- 5. <u>Exhibitor Badges:</u> JPMA will provide exhibitors with badges in accordance with their space rental contract. Additional badges may be purchased in advance or onsite. Each individual is entitled to only one badge type. At no time will any individual be issued more than one badge type. Exhibitor badges are for use only by full time company employees assigned by the exhibitor to staff his booth and are not transferable. They entitle the individual access to the exhibitor's exhibit space during all hours of set-up, Show and dismantling. An individual may have only one exhibitor badge containing the name of only one exhibiting company. Manufacturers' representatives who represent more than one manufacturer may register as such and receive an admission badge.
- 6. <u>Buyer/Attendee Registration</u>: Buyers and other attendees qualified for entrance into the trade event have the option of pre-registering prior to the Show or registering on-site at the Anaheim Convention Center starting at 8:00 a.m. on Wednesday, May 10, 2017.
- 7. <u>Manufacturers' Representatives Registration</u>: Manufacturers' Representatives may register for the Show in advance. Any individual under contract to sell or service more than one company's line of products should be registered as a Manufacturers' Representative. On-site registration begins at 9:00 a.m. Monday, May 8<sup>th</sup>. Manufacturers' Representatives will be permitted to work in any exhibit space for an exhibitor whom they represent and will be permitted to circulate between exhibit spaces. A properly identified Manufacturers' Representative, wearing the appropriate admission badge, will be permitted to Show areas any time Show exhibitors are permitted in those areas.

# XII. <u>SERVICES:</u>

- 1. <u>Entertainment:</u> The JPMA Baby Show shall host an industry-related social event during the Show. Only individuals registered for the Show are entitled to attend and must have on his/her badge to be admitted. JPMA shall have the right to deny access to these functions to any person it deems appropriate.
- 2. <u>Hospitality</u>: There shall be no exhibitor hospitality scheduled during regular Show hours or during hours of a JPMA hosted event. Any plans for hospitality, sales meetings, press parties, similarly related activities during the period of May 9 through May 13, 2017, shall be submitted to JPMA for review and final approval. JPMA shall reserve the right to restrict such activities only where it is deemed detrimental to the good of the Show. It shall be the purpose of JPMA to assist in scheduling such activities so as not to conflict with the Show and other such activities. Any use by exhibitors of their Show spaces after or before regular Show hours and during installation and dismantling must be submitted to JPMA.
- 3. <u>Caterer:</u> In accordance with the rules of the Anaheim Convention Center, only the official caterer Levy Restaurants is permitted to sell or deliver food in the Anaheim Convention Center.
- 4. <u>Service Contractors</u>: JPMA and Anaheim Convention Center will designate contractors to perform work at the exhibitor's expense. Where union or licensed personnel are required by Anaheim Convention Center or by contractors involved, it shall be the exhibitor's responsibility to comply with such requirements; in no event shall GES or JPMA be responsible for the conduct of contractors or their employees. GES and JPMA assumes no responsibility for failure to perform by contractors or their employees, their charges, or any other matter relating to contractors or Anaheim Convention Center.
- 5. <u>Directory</u>: All exhibitors will be included in the Show directory except in cases of late assignments occurring after directory deadline date.
- 6. <u>Show Attendance List</u>: A list of registered attendance will be prepared after the Show and distributed to exhibiting companies.
- 7. <u>Utilities:</u> Adequate utilities such as electricity, water, heat, etc., are available in the Anaheim Convention Center but Freeman and JPMA makes no guarantees as to the availability of such utilities. The exhibitor agrees not to hold JPMA responsible for any failure or unavailability of utilities or installation personnel. Exhibitors are responsible for arranging their own telephone service directly with the telephone company, for the arrangement of their electricity requirements and for cleaning the interior of and removing trash from their exhibit space during the Show.
- 8. <u>Selling Products on Consumer Day</u>: The Anaheim Baby Show (consumer day) educates attendees by providing information, services and products, and presenting industry trends pertinent to pre-natal to pre-school parent. Therefore, taking orders and selling exhibited products will be permitted. Exhibiting companies that sell taxable goods or services on site are responsible for registering as a dealer with California's Department of Revenue.

# XIII. SECURITY, CARE OF FACILITIES, PROTECTION FROM INJURY

- <u>Aisles/Hallways:</u> Aisles, hallways, lounges, snack bars and/or public areas belong to the Show and the Anaheim Convention Center and shall not be used by an exhibitor for any purpose whatsoever. All business must be conducted within a company's contracted exhibit space. Products and signs must be so arranged that Show visitors do not stand in the aisles. No exhibit, furniture or advertising matter will be allowed to extend beyond the space allotted to the exhibitor or onto the outer walls of the exhibit area. No exhibitor's product, equipment or booth construction may be so placed so as to exclude the view of neighboring exhibits from visitors passing through the aisles as determined by JPMA. All business must be conducted by the exhibitor in his own exhibit space.
- 2. <u>Photography:</u> Photo and/or video cameras will not be permitted in exhibit areas.
- 3. <u>Safety, Fire, and Health Regulations</u>: All materials used in the exhibit area must be flameproof and fire resistant in order to conform to local fire ordinances and in accordance with regulations established by the National Association of Fire Underwriters. Crepe paper, corrugated paper, flameproof or otherwise, is not permitted. Display racks, signs, spotlights and special equipment must be approved before use, and all displays are subject to inspection by the Fire Prevention Bureau. Any exhibits or parts thereof found not to be fireproof may be ordered

dismantled. All aisles and exhibits must be kept clear at all times, and fire stations and fire extinguisher equipment are not to be covered or obstructed. Enclosed areas in a booth need to be equipped with a UL approved batteryoperated smoke detector. Lighting fixtures, other electrical appliances, extension cords or electrical connections must meet Anaheim Convention Center safety standards.

- 4. <u>Care of Building</u>: No exhibitor shall allow an article to be brought into, or permit any act to be done in the Anaheim Convention Center which will increase the premiums or void policies of insurance held by JPMA, GES and the Anaheim Convention Center. No exhibitor shall permit any act by his employees or representatives by which the premises shall in any manner be marred or defaced. Exhibitor must surrender the space occupied by him in the same condition as at the commencement of occupation. Any damage done to the premises by the exhibitor or his agents shall be made good to JPMA or the building owners as their interest may appear. There shall be positively no attachments to any walls, ceilings, windows/doors or structures in the convention center without prior approval of the JPMA Baby Show and Anaheim Convention Center. Any products or items so placed shall be subject to confiscation and the exhibitor shall be subject to a fine.
- 5. <u>Liability:</u> In the event that JPMA or JPMA shall be claimed to be or held liable for any event which directly or indirectly is attributable to a particular exhibitor's action or failure to act in any manner whatsoever, such exhibitor shall reimburse JPMA for any and all costs and expenses associated with its handling and/or defense of such claim and shall hold JPMA and Family Media LLC harmless from any and all liability resulting there from. The exhibitor agrees to make no claim, of any nature, for any reason whatsoever against JPMA for loss, theft, damage, or destruction of goods, nor for damage of any nature, nor for any negligence, malfeasance or misfeasance, nor for failure to hold any portions of the Show, in part or total, as scheduled.

All exhibitors must submit proof of general liability insurance coverage. Coverage must be carried though the duration of the Show including set up and tear down. The certificate must name Juvenile Products Manufacturers Association as an additional insured and be provided to JPMA at least 90 days prior to the Show. In addition, the certificate must state a minimum insurance of \$2 million U.S. dollars and the territory of coverage must include the United States.

- 6. <u>No Smoking Show</u>: No smoking is allowed in the Anaheim Convention Center or any JPMA Show or conference area.
- 7. <u>Compliance With Regulations</u>: All exhibitors are under obligation to comply with all regulations of Anaheim Convention Center as well as any appropriate Anaheim municipal codes or regulations. Specific rules of Anaheim Convention Center are attached. These rules shall not supersede the authority of JPMA in regard to exhibitor's rights and responsibilities. Anaheim Convention Center management and personnel have the authority to impose any additional rules at their own discretion. Any discrepancy between an exhibitor and the Anaheim Convention Center personnel or tenants should be brought to the attention of JPMA. Any individual failing to comply with these regulations shall be subject to expulsion for the remainder of the Show.

# XIV. CONTRACTUAL AGREEMENT

It is agreed by the exhibitor and JPMA that the foregoing represents a binding Contract between the two parties, that the JPMA Baby Show reserves the right to adopt other rules and regulations necessary for the overall good of the Show, and JPMA will accordingly advise the exhibitor of these in writing. All matters and questions relative to the Show not covered by this contract are subject to the decision of JPMA. Any such additions or amendments are equally binding on all parties affected.

JPMA and its exhibitors assert that the JPMA Baby Show is conducted by the Juvenile Product Manufacturers Association, a not-for-profit association, on a self-sustaining basis, the primary purpose of which is to provide a forum for display for the maximum possible number of products available for retailers in the juvenile products industry.

The performance of this agreement JPMA is subject to acts of God, war, terrorism, governmental regulations, disaster, strikes, civil disorder, curtailment of transportation, or other emergency making it illegal or impossible for the Association to substantially provide the space or service outlined in this contract. In case the premises of Anaheim Convention Center shall be destroyed or damaged, or if the Show fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, terrorism, civil

disobedience, act of God, emergency declared by any governmental agency or by JPMA, or for any other reason, this contract may be terminated by JPMA. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the liability of JPMA shall be to return to each exhibitor his space payment, less his pro-rata share of all costs and expenses incurred and committed to JPMA.

The individual signing the Exhibit Space Reservation Request asserts that he/she is the official representative employed by the exhibiting company. That individual also accepts responsibility for communicating all Show rules, regulations and procedures to each company employee and representative involved with Show activities and arrangements.

Rules, regulations and policies for the JPMA Baby Show are reviewed and approved by the JPMA Board of Directors. Implementation of Show rules and establishment of procedures for the Show have been delegated to the JPMA show managers who are staff members employed by JPMA. JPMA is charged with making decisions in the best interest of the Show and for the good of JPMA and its members. Procedures for complaints and/or resolution of disputes involving the Show are available from JPMA. Any legal dispute between the Association and an exhibitor shall be settled and resolved by binding arbitration in Philadelphia, PA under the rules of the American Arbitration Association.