

2013 TERMS & CONDITIONS

1. Eligibility of Exhibitors

Eligibility is limited to companies that supply products and/or services specifically related to the safety, health and environmental industries. The Exhibitor agrees not to display products or literature it does not regularly sell or distribute, except as may be necessary to illustrate the applications of the products. The National Safety Council reserves the right to deny participation to any company whose business is determined, at the National Safety Council's sole discretion, to be inappropriate for the exhibition.

2. Space Assignment

General booth sales will begin on October 25, 2012. Contracts are assigned booth space on a first-come, first-served basis. The National Safety Council will attempt to honor an Exhibitor's request for booth space and his/her desires; however, the National Safety Council reserves the right to assign an Exhibitor to the best space available should his/her choices be unavailable.

3. Payment Information

A 50% deposit (100% for International companies) is required along with the signed contract. All balances are due in full by May 17, 2013. If full payment is not received by May 17, 2013, the booth may be released. All contracts received after May 17, 2013, must include 100% payment to secure booth space. Contracts will not be accepted without full payment.

International companies must provide 100% payment along with their contract. Contracts will not be accepted without full payment.

Credit cards are accepted for payment. Credit card information will be processed upon receipt. Checks must be made out to the National Safety Council and payable through a U.S. bank. Final payment is due within 30 days of invoice date OR May 17, 2013, whichever comes sooner. Exhibitors will be invoiced April 17, 2013. If the National Safety Council does not receive the balance by May 17, 2013, or if the Exhibitor has delinquent accounts with the National Safety Council, the Council reserves the right to cancel this contract and release the booth space for resale purposes. All previously paid monies will be forfeited. Contracts received from companies that have any outstanding balances due the Council will not be processed without full payment of delinquent accounts.

4. Space Size

Minimum booth space size is 10' x 10' or 100 square feet (inline). Peninsula booth space consists of four 10' x 10' booth spaces in a 20' x 20' configuration with inline booths adjacent. Split Island booth space consists of four 10' x 10' booth spaces in a 20' x 20' configuration with another 20' x 20' split island adjacent. Island booth space is subject to a minimum purchase of six 10' x 10' booth spaces in a 20' x 30' configuration. All definitions will appear in the 2013 Display Rules and Regulations.

5. Standard Booth Equipment

Inline booth space rental includes an 8' high draped backwall with 36" high draped side rails, a 7" x 44" ID sign with company name and booth number. Peninsula booth space rental includes 8' high draped backwall for only the center 10' and a booth ID sign. All booth space rental includes booth vacuuming on Sunday night. However all visqueen must be removed.

6. Expo Floor Plan

The Council reserves the right to rearrange the Expo Floor at any time. The Council also reserves the right to relocate Exhibitors should it become necessary for causes beyond the Council's control or advisable in the best judgment of the Council.

7. Display Regulations

Inline: Inline booths are most commonly 10' wide and 10' deep. No exhibit display or signage may exceed 8' in overall height. The maximum height of 8' is permitted on the back 5' section and a maximum height of 4' is permitted on the front 5' section.

When three or more inline booths are used as a single exhibit space, the 4' height limitation is applied only to that portion of exhibit space which is within 10' of an adjoining booth. A Corner inline booth is exposed to an aisle on one side. The same rules for Inlines apply to Corner inline booths.

No hanging signs allowed.

Peninsula: Peninsula booths are most commonly 20' wide by 20' deep or larger. Display, sidewalls and backwall will be permitted up to a maximum height of 16'; except in the 5' section on each side of the backwall, which has a 4' maximum height for equipment, product, display material, signs, sidewall and backwall. No signage is permitted on the backside of the backwall. Backwall must be finished.

Hanging signs from the ceiling are permitted in Peninsula booths and must be installed and dismantled by the Rigging Crew. Whether suspended from above or supported from below, all signs should comply with all ordinary use-of-space requirements (for example, the highest point of any sign should not exceed 16').

Hanging signs and graphics should be placed a minimum of 10' from adjacent booths.

Split Island: A Split Island booth, 20' wide by 20' deep, is a Peninsula booth that shares a common backwall with another Peninsula booth, 20' wide by 20' deep. Exhibit fixtures, components and signage will be permitted up to a maximum height of 16', without any backwall line-of-sight restrictions. Backwalls must be finished.

Hanging signs from the ceiling are permitted in Split Island booths that are 400 square feet and must be installed and dismantled by the Rigging Crew. Whether suspended from above or supported from below, all signs should comply with all ordinary use-of-space requirements (for example, the highest point of any sign should not exceed 16').

Hanging signs and graphics should be placed a minimum of 10' from adjacent booths.

Island: An Island booth, defined as 20' wide x 30' deep or larger, is exposed to aisles on all four sides of the booth with no adjacent neighbors.

Exhibit fixtures, components and signage will be permitted up to a maximum height of 16'.

Hanging signs from the ceiling are permitted in Island booths that are 600 square feet or larger and must be installed and dismantled by the Rigging Crew. Whether suspended from above or supported from below, all signs should comply with all ordinary use-of-space requirements (for example, the highest point of any sign should not exceed 16').

8. Cancellation of Expo

In the event any part of the Exhibit Hall is destroyed or damaged so as to prevent the Council from permitting an Exhibitor to occupy the assigned booth space during any part of or for the whole Expo period, or in the event occupation of assigned booth space during any part of or for the whole Expo period is prevented by strikes, Acts of God, national emergency or other causes beyond the control of the Council, this agreement shall terminate and the said Exhibitor shall and does hereby waive any claim for damages or compensation against the Council, its officers, directors, agents or employees, except the prorata return of the booth space rental paid after deduction of actual expenses incurred by the Council in connection with the Expo. There shall be no further liability on the part of either party.

9. Cancellations/Reductions

All cancellations or reductions of space must be submitted in writing to the National Safety Council on your company letterhead and are considered final. Notifications received by May 1, 2013, will be entitled to a refund minus a 25% fee of the unused booth space. Notifications received after May 1, 2013, will not be entitled to any refund and the Exhibitor shall remain liable for the total amount of the unused booth space. Booths will be reassigned. Exhibitor may be required to move locations if they request a reduction in space. Exhibitors who cancel their booth space or fail to occupy their assigned booth space by 4:30 p.m. on Sunday, September 29, 2013, will not be eligible to access the 2013 NSC Congress & Expo Attendee List, entitled to any badges, or hold meeting space, regardless of whether full payment has been made. Monies cannot be carried over to the following year.

10. Policy on Selling

In order to stimulate interest in the safety, health and environmental industries, Exhibitors shall be permitted to take orders for the sale of their products or services at the Expo provided that the products/services are substantially related to the safety, health and environmental industries. The Exhibitor shall be solely responsible for any federal, state, or local taxes required to be collected or withheld if product is sold in Chicago, Illinois. NOTE: In case of questions, contact the Illinois Department of Revenue for further information.

11. Subletting

The space applied for is to be used solely for the Exhibitor whose name appears on the contract. Only the Exhibitor name which appears upon the face of this contract may be used to identify the leased booth space at the Expo and in all official Exhibitor listings. The Exhibitor may not assign, sublet or sublicense any part of the booth space. In the case of exhibiting companies that are affiliates and wish to share leased booth space, separate contracts must be submitted by each company, along with a letter explaining the relationship. Each request will be reviewed individually by the Council. The Council, its representatives, committees, agents and members shall not be liable for any damage arising in any manner, directly or indirectly, from such rejection.

12. Age Requirement

No one under the age of 12 will be permitted on the Expo Floor at any time regardless of affiliation or circumstances. Proof of age is required.

13. Meetings/Functions

In the interest of the success of the entire NSC Congress & Expo, the Exhibitor agrees not to extend invitations, hold meetings or otherwise encourage absence of attendees or exhibitors from the Expo Floor during the official Expo hours.

14. Liability and Indemnification

Exhibitor shall be fully responsible for and hereby releases the Council from any claims, liabilities, losses, damages or expenses relating to or arising from an injury to any person, or any loss of or damage to property where such injury, loss, or damage is incident to, arises from, or is in any way connected with Exhibitor's participation in the Expo. The Exhibitor shall protect, indemnify, hold harmless and defend the Council, its officers, directors, agents and employees against all claims, liabilities, losses, damages and expenses, including reasonable attorney's fees and costs of litigation arising in any manner, directly or indirectly, from Exhibitor's participation in the Expo; provided that the foregoing indemnification shall not apply to injury, loss or damage caused by or resulting from the sole negligence of the Council, its officers, directors, agents or employees. It is the Exhibitor's sole responsibility to obtain, at its own expense, any or all licenses and permits to comply with all federal, state and local laws and City of Chicago, Illinois, ordinances for any activities conducted in association with or as part of the Expo.

15. Insurance

Each Exhibitor is required to carry insurance, for its own protection and entirely at its expense, a minimum of \$1 million single limit bodily injury and broad form property damage coverage, naming the National Safety Council, Global Experience Specialists (GES) and Metropolitan Pier and Exposition Authority, SMG, and their officials, officers, agents, representatives, employees as additional insureds. Any policy providing such insurance must contain an express waiver by the Exhibitor's insurance company of any right of subrogation as to any claims against the Council, its officers, directors, agents or employees. Neither the Council, Global Experience Specialists (GES) nor Metropolitan Pier and Exposition Authority, SMG, and their officials, officers, agents, representatives, employees will insure Exhibitor's property or assume responsibility or liability for any theft, damage or loss by any cause of property of the Exhibitor, its agents or employees, nor for any injury that may occur to the Exhibitor, its agents or employees.

16. Venue and Jurisdiction for Disputes

This Application shall be deemed to be executed in DuPage County, Illinois. This Application, and all matters arising out of or relating to the Application and/or any resulting contract, including compliance with the Rules & Regulations (except as expressly otherwise provided, such as Rules 5i, 10, 12, and 13 regarding compliance with the laws of the convention center locale) shall be governed by the laws of the State of Illinois (without regard to any applicable conflicts of law rules) and the federal laws of the United States. With respect to this Application & Contract, and all matters arising out of or relating to this Application & Contract, applicant consents to exclusive jurisdiction and venue in the state courts sitting in DuPage County, Illinois, and/or the federal courts for the Northern District of Illinois and hereby agrees that no action arising out of or relating to this Application and/or any resulting contract shall be filed in any court other than the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, or the United States District Court for the Northern District of Illinois. Applicant hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

17. 2013 Exhibitor Rules & Regulations

The Exhibitor understands and accepts that the 2013 Terms & Conditions, Rules & Regulations and Guidelines are integral and binding parts of this contract. In addition, the Exhibitor also agrees to abide by the operational policies of Metropolitan Pier and Exposition Authority, SMG. (Copies of Metropolitan Pier and Exposition Authority, SMG operational policies are available upon request.)

18. Authority of Show Management

The Council shall have full power in the matter of interpretation, amendment and enforcement of all said Rules & Regulations. The Council's interpretation and decision are final. Any amendments to the contract with the Exhibitor must be done so in writing and signed by both parties to be binding. The National Safety Council is entitled to attorneys' fees and costs incurred from enforcing this contract.

1. Expo Dates and Hours

Monday, September 30	10:00 a.m. - 5:30 p.m.
Tuesday, October 1	10:00 a.m. - 5:00 p.m.
Wednesday, October 2	9:00 a.m. - 12:30 p.m.

Exhibit personnel will be allowed on the Expo Floor at 8:00 a.m.

2. Installation of Exhibits/Move-In

Friday, September 27	8:00 a.m. - 4:30 p.m.
Saturday, September 28	8:00 a.m. - 4:30 p.m.
Sunday, September 29	8:00 a.m. - 4:30 p.m.

No one under the age of 12 will be allowed on the floor during move-in or move-out.

Exhibitors and their approved contractors will be allowed on the Expo Floor during the above noted times. Electrical power and work level lighting will be on during setup hours. Air conditioning/heating will not be on during setup hours. Labor can be ordered on-site, although it is strongly suggested that this, along with furniture, carpet, etc., be ordered in advance to save time and money. Written requests to work hours other than those listed above must be received by the Council no later than August 23, 2013.

3. Dismantling of Exhibits/Move-Out

Wednesday, October 2	12:30 p.m. - 7:00 p.m.
Thursday, October 3	8:00 a.m. - 4:30 p.m.

NOTE: Crate return can take up to 8 hours. Each Exhibitor must make arrangements for removal of its material from the Convention Center in accordance with move-out procedures outlined in the Exhibitor Manual. Exhibitors that tear down before 12:30 p.m. on Wednesday, October 2, will be fined \$500.00 per 10' x 10' booth space. The fine must be paid before an application for space at the 2014 NSC Congress & Expo will be accepted. All exhibit material must be packed and ready for shipment on Thursday, October 3. The Exhibitor must directly arrange for material pickup with its carrier. All carriers must arrive at the Center no later than 12:00 p.m., Thursday, October 3.

Any material not called for at said time and date will be shipped, at the Exhibitor's expense, by the best available carrier to the Exhibitor's address on file.

4. Design of Exhibits

- Exhibitors are required to provide professional-looking floor covering (carpet or mats) over the entire booth, and are responsible for the safe installation and maintenance of this floor covering throughout the Expo.**
- All efforts to design the booth must be done in such a way as to not violate the rights of other Exhibitors and visitors.
- Professionally drawn diagrams of any new booth construction must be submitted to the Council for review prior to actual construction to ensure that all guidelines have been met. Additional approval by the Convention Center is also recommended.
All bunting, draperies or other fabrics must be fireproofed before entering into the decoration of any exhibit. Paper decorations are not permitted.
- If, upon inspection at Expo site, exposed crates, cartons, electrical wires, floor covering, etc., are found to detract from the appearance of the booth or overall Expo, the Council reserves the right to drape off, cover or remove the offending item(s). The Exhibitor shall pay all expenses that the Council may thereby incur.
- Adjoining aisles must remain clear to ensure proper traffic flow.

5. Operation of Exhibits

- Booths must be open to all registrants and manned during all Expo hours. Exhibitors may not limit admission to any special group or class.
- All contests, promotions, demonstrations and literature distribution must be confined to the Exhibitor's contracted booth space.
- Exhibits should include descriptive and educational brochures. Demonstrations are to be straightforward, professional and non-combative in nature. **Booth space must be planned to allow an adequate viewing area so aisle traffic is not obstructed.** Equipment for demonstrations must not pose a safety hazard. Activity and attire of models and demonstrators shall be consistent with the professional atmosphere of the Expo. Demonstrations, lectures or presentations must be conducted by full-time employees of the exhibiting company.
- It is the responsibility of the Exhibitor to receive prior approval from Show Management for any product demonstration or presentation that is not within standard industry procedures and/or may be questionable in nature.
- Audiovisual devices/effects and demonstrations will be permitted only in those locations and at such sound intensity as, in the opinion of Show Management, does not interfere with the activities of neighboring Exhibitors. Plans to use such devices or demonstrations must be presented to Show Management for approval by August 23, 2013.
- Spotlights and floodlights must be located in such a way as not to distract or annoy others. Flashing, revolving or rotating lights must be within the prescribed ceiling height of the booth space, and may only be turned on while being demonstrated.
- No helium balloons may be used as booth decoration or inflated to distribute to booth visitors.
- The Council reserves the right to discontinue objectionable presentations that violate laws or rights of other Exhibitors and that may disrupt the Expo until such time as a mutually agreeable presentation may be developed. The Exhibitor waives any rights or claims of damages arising out of enforcement of this rule.
- The Chicago Fire Department prohibits the storage of any material behind an exhibit and limits booth storage to only a one-day supply of promotional material. Boxes needed for repacking must be stickered as "Empty" and placed in aisles for storage during setup. All other cartons must be discarded. This is strictly enforced.

6. Program Listing

Only the Company name that appears on the Company Profile form will be used to identify booth space. Company and product information provided as part of the Company Profile will be included in the Congress & Expo website and Final Show Program. **Exhibitor information is listed in alphabetical order by company name in the NSC Congress & Expo Final Program.** Products or services displayed by the Exhibitor may not be used in conjunction with or in place of the Exhibitor's legal company name. Product information can be outlined in the listing area provided for this information. Neither the Council, nor the Editor, nor Show Management, can be held responsible for errors or omissions that occur in the course of collection and/or printing of this information.

7. Sponsorships

A sponsorship program has been developed to help companies gain additional exposure at the Expo. These diverse and high-profile sponsorship opportunities are limited. Whenever possible, multiple sponsorships will be available for a given item. Exhibiting companies will be allowed to purchase multiple sponsorships.

8. Handout/Novelty Item and Food Distribution

Small token gifts that are worn, displayed and/or carried in the pocket such as pens, pencils, luggage tags, or pocket calendars may be distributed from the booth without prior approval from Show Management. It is the responsibility of the Exhibitor to receive prior approval from Show Management for any handout that may be questionable in nature. Distribution of refreshments or any other products for consumption is prohibited without the prior approval of Show Management and Metropolitan Pier and Exposition Authority, SMG. No food or beverages will be permitted on the premises unless purchased through the Center's exclusive contractor.

9. Mechanical Recording

Photography, videotaping or other means of mechanical recording during setup, dismantling and non-Expo hours is prohibited. Photography is allowed during Expo hours with approval of Show Management. Once approved, the Exhibitor will be required to schedule a time when the photography will occur. The photographer must be accompanied by a security guard. Each Exhibitor has control over the space it has rented and may prevent those considered its competitors from gaining access to or photographing its exhibit or presentations. No Exhibitor shall deny any reasonable request by the media to photograph the exhibit from outside the perimeter of the booth during Expo hours.

10. Compliance with Laws

Exhibitors shall comply with all laws and ordinances of the United States, the State of Illinois and the City of Chicago plus, whenever applicable, all rules and regulations of the local police and fire department along with policies and criteria established by Metropolitan Pier and Exposition Authority, SMG.

11. Contractor Service

In June 2013, the Council will send a link to the online Exhibitor Manual to the company contact noted on the Exhibit Space Application & Contract. The Council will designate suppliers to provide various services to the Exhibitor. Such suppliers can provide all show services other than supervision, services provided by the general contractor, and the exclusive services of the Convention Center.

12. Labor

Chicago has a new Exhibitors' Bill of Rights for full-time employees of exhibiting companies (*must be with company 6 months prior to show date*). Tasks they may perform include:

- Setting up and dismantling exhibits with the use of exhibitor-owned tools (ladders, hand tools, cordless tools and power tools) without limit to the booth size.
- Installing all signs (except overhead ceiling signs), graphics, props, and other decorative items.
- Deliver, set up, plug in, interconnect and operating Exhibitor electrical equipment, computers, and AV devices.
- Skid, position and re-skid all Exhibitor material, machinery and equipment using non-motorized hand truck and dollies.

GES will have labor available for hire to assist with all aspects of setting up and dismantling your booth and with movement of all equipment.

Hand Carry Policy - Exhibitors are allowed to hand carry or use a 2-wheel airline style cart for move in through the front of the exhibit hall.

POV's (*automobiles, pickup trucks, mini vans, full-size vans, sport utility vehicles*) - Exhibitors can load/unload their materials from their POV in 20 minutes or less at a designated dock by hand or with the use of exhibitor supplied manual cart or dolly. Driver must stay with the vehicle at all times. Date/time restrictions will apply.

The Exhibitor hereby agrees not to contract for, nor to use, any service contractor in connection with its exhibit within the Convention except those approved by GES and the Convention Center.

13. No Smoking Policy

NSC Congress & Expo is a non-smoking event. Smoking is prohibited in the Convention Center.

14. Press Conferences

Press conferences by Exhibitors on the Expo Floor during Expo hours are prohibited. All press conferences must be coordinated with the Council's Communications Department.

15. Hotel Guidelines

- Suites are available at the majority of the Congress hotels. In keeping with the character of the Expo as a working convention, and so as not to interfere with attendance, **Exhibitors may not provide group entertainment in suites or other facilities during Expo Hours.** Only firms exhibiting in 2013 are entitled to suites in the Congress hotels. All requests must be processed through the exclusive housing provider, onPeak; Exhibitors are not permitted to contact Congress Hotels directly.
- Advertising in the hotels is not allowed unless written permission is granted by Show Management.

16. Meetings and Other Group Functions

- a. Only firms exhibiting in 2013 and using NSC's housing service are entitled to meeting space in the Congress hotels.
- b. Meeting space for events (meetings, receptions, etc.) is available at most Congress hotels during non-Expo hours only. A space request form will be sent under separate cover for exhibitors to request meeting space at a hotel. We encourage you to secure space before late June to help ensure availability as it is first-come.

17. Endorsements

The Council does not approve, endorse or recommend the use of any specific commercial products or services. The Exhibitor may not, therefore, state or imply either verbally, or in printed literature, that his product or service is approved, endorsed or recommended by the Council.

18. Enforcement of Rules and Regulations

- a. Violations of the 2013 Terms & Conditions, Display Regulations and/or Rules & Regulations may result in the reduction of seniority rights (i.e. loss of priority points, rank) for space selection at the 2014 NSC Congress & Expo.
- b. In addition, violations of these Terms & Conditions and/or Rules & Regulations by the Exhibitor, its employees or agents shall, at the sole option of the Council, entitle the Council to apply a penalty fine or terminate the Exhibitor's right to occupy space at the 2013 NSC Congress & Expo. In the case of such termination, the Council may retain all monies paid or due by the Exhibitor. Upon evidence of violation, the Council may terminate the Contract, re-enter and take possession of the space, and may remove all persons and goods at the Exhibitor's risk. The Exhibitor shall pay all expenses and damages the Council may thereby incur.

19. General Information

All matters not covered by these Rules & Regulations are subject to the decision of the Council. These Rules & Regulations may be amended at any time by the Council and all amendments that may be made shall be equally binding on all parties affected by them as are the original Rules & Regulations. All portions of this contract are self-sustaining and capable of separate enforcement. In the event of any amendment or additions to these Rules & Regulations, written notice will be given by the Council to such Exhibitors as may be affected by them. The abbreviation "the Council" used in the Rules & Regulations shall mean National Safety Council, a federally chartered, nonprofit corporation, and, as the context may require, its directors, managers, officers, agents, or employees duly acting for the Council in the management of the NSC Congress & Expo.