

# Emergency Nurses Association Exhibitor Rules and Regulations ENA 2014 ANNUAL CONFERENCE

Revised 3.21.14

(Note: "Conference" refers to the 2014 ENA Annual Conference; "Exhibitor" refers to applicant for exhibit space named on application; "Facility" refers to the Indiana Convention Center; "Show Management" and "ENA" refers to the Emergency Nurses Association and its authorized agents and employees.)

Only those products and/or services considered by ENA as relating directly to emergency nursing may be exhibited at the Conference. Exhibits, practices and presentations which may be judged by ENA, in its sole discretion, not in good taste, lacking in dignity, detracting or not in keeping with the purpose of the Conference are prohibited. ENA reserves the right, in its sole discretion, to restrict or evict Exhibitors for violations of this provision. ENA will not make any refunds or otherwise be responsible for expenses associated with such restriction or eviction.

## Rules, Regulations and Laws

It is integral to the success and growth of the Conference to actively contribute to an atmosphere of integrity and dignity. Exhibitor agrees to abide by (i) the rules and regulations set forth in this agreement, the ENA Exhibitor Prospectus, and ENA Exhibitor Services Manual; (ii) the rules and regulations of the Facility; and (iii) all applicable federal, state, provincial, and local laws and ordinances. This agreement shall be governed by the laws of the State of Illinois.

Further, Exhibitors agree to: (i) interact respectfully and thoughtfully with all registrants in the exhibit hall, educational sessions, and networking situations; and (ii) respect the rights of other Exhibitors to conduct business without interference or improper interventions.

## Alcohol, Tobacco, Food, Beverage

Distribution or use of alcoholic beverages and tobacco products by exhibitors in the exhibit hall, educational sessions, and other events is prohibited. The Conference is a smoke-free meeting and exposition.

## Amendments

Any and all matters not specifically covered by this agreement and the rules and regulations contained in the ENA Exhibitor Prospectus, and ENA Exhibitor Services Manual shall be subject to the decision of Show Management. Show Management shall have the full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of Exhibitors. Each Exhibitor, for itself and its employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

## Apparel

All apparel items, including T-shirts, must be approved by ENA. Any use of the ENA logo or ENA Conferences logos is strictly prohibited.

## Audio Visual Equipment and Photography

If closed sound systems cannot be arranged, open sound systems are permitted. However, sound "leakage" must not interfere with any other Exhibitor. Show management requires compliance and reserves the right to take any necessary corrective action. Videotaping and photography in the exhibit hall is not allowed without written permission from ENA.

## Badge Policy

Admissions to the exhibit hall is limited to those who have a registration badge and to those **18 years or older**. Badges for preregistered exhibit personnel will not be mailed. Exhibitor badges will be available for pickup during exhibitor registration hours and will be held under the company name.

All exhibit booth personnel, as well as meeting attendees, are required to wear their official Conference badge. Security guards will be monitoring the entrance to the exhibit hall for proper identification. Only Conference attendees and registered Exhibitors will be admitted to the exhibit hall. No unregistered guests are allowed in the hall at any time and will be asked to leave by show management

## Booth Installation and Dismantle

No packing of equipment or literature, or dismantling of exhibits or displays is permitted prior to the exhibit closing time. As a condition of exhibiting, each exhibitor agrees to abide by this policy and observe the official closing time. Early dismantle is considered an exhibits violation and subject to loss of exhibitor priority points as determined by ENA. Any exhibit not dismantled by the end of published dismantle hours, or for which arrangements for tear down have not been made, will automatically be dismantled at the exhibitor's expense and liability.

## Booth Cleaning

Booth cleaning is mandatory after move-in and is not included in the booth rental fee. Show Management has the right to order daily cleaning if booth appearance is unsightly. The cost will be charged to the exhibiting company.

## Booth Manager

Each Exhibitor must identify one authorized representative as booth manager to be responsible for the exhibit throughout the Conference.

## Booth Staffing

Exhibitors must staff their exhibits during the exposition hours. ENA reserves the right to remove any booth left unattended for an extended period of time, as determined by ENA. The Exhibitor is responsible for all costs incurred in the removal of the booth from the show floor.

## Booth Construction and Display Regulations

When designing exhibits and planning for the display of products and literature, for both in-line and island booths, good judgment and consideration for neighboring exhibitors and attendees should be the exhibitors' primary objective.

In-line or Corner Booth: Exhibit fixtures, components and identification signs will be permitted to a maximum height of 8 feet. All display fixtures over 4 feet in height and placed within 10 feet of an adjoining exhibit must be at least 5 feet from the aisle.

Island Booths and Towers: An island booth is an exhibit space with aisles on all four sides. A tower is a freestanding exhibit component separate from the main exhibit fixture that is used for identification and display purposes only. Towers, exhibit fixtures, components and identification signs of island exhibits will be permitted to a maximum

height of 16'. Island exhibits must maintain sufficient see-through areas to prevent blocking views of adjacent exhibits. ENA requires a minimum of a 75% see through effect on the portion of the booth from the floor up to a minimum of 8' in height. No exhibit may span an aisle by roofing. Floor covering may span an aisle upon written approval from the ENA Exhibits Department. Hanging signs are allowed no higher than 20 feet to the top of the sign. Because an island booth is separated by the width of an aisle from all neighboring booths, full use of the booth area is permitted.

**A sketch of island booths should be submitted to ENA for approval of design.** If not submitted and the construction is determined to be in violation of island restrictions, ENA has the right to prohibit assembly of the booth and or relocation of display elements.

**Two-Story Booths:** Two-story booths are restricted to a height of 16'. The same policy regarding sufficient see-through areas in a one-story island booth will apply to two-story structures. The exhibiting firm is responsible for securing safety certifications from a licensed architect or structural engineer, as well as any and all local approvals (fire and building) and have them readily available on-site for inspection by show management and, the Fire Department. Exhibiting companies release ENA of any and all responsibility for the safety of multi-story exhibits.

#### **Default**

Exhibitors will not be permitted to set up their exhibits, or will be subject to eviction from the Conference without refund, if this agreement is violated.

#### **Demonstrations, Interviews, Subletting**

Demonstrations by Exhibitors should contribute to the attendee's knowledge in a professional way. Exhibitors whose exhibit includes demonstration or education are required to contract for and provide adequate space so that the activity takes place within the exhibitor's space and does not interfere with any traffic aisle or create excessive crowds in neighboring booths. Demonstrations and adequate space for interviews should comply with all applicable laws, including, without limitation, FDA regulations, and federal, state and local laws regarding the handling and removal of hazardous and/or infectious waste. Interference with normal traffic flow and infringement on neighboring exhibits is not permitted. No subletting or sharing of exhibit space is permitted unless it is within corporate divisions.

#### **Disability Provisions**

Exhibitor represents and warrants (i) that its exhibit will be accessible to the full extent required by all applicable laws, ordinances and regulations; (ii) that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by that Act; and (iii) that it shall indemnify and hold indemnitees harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against indemnitees on the basis of the Exhibitor's breach of this paragraph or noncompliance with any of the provisions of the ADA.

#### **Distribution of Advertising Material**

Canvassing any part of the exhibit hall or meeting rooms by anyone representing or connected with a non-exhibiting company is strictly forbidden. Anyone doing so will be escorted from the Conference. Canvassing or distribution of advertising material by an Exhibitor will not be permitted outside of the Exhibitor's allotted booth space.

#### **Drawings**

Drawings are limited to prizes of an educational nature and/or in keeping with the character of the Conference. All prizes must have

the approval of ENA Show Management in writing by September 17, 2014. Prize winners' names are to be written on the designated board in the ENA Pavilion. Please note that Massachusetts state law requires manufacturers of medical devices/equipment and pharmaceuticals to distribute only educational items to Massachusetts licensed healthcare professionals.

#### **Exhibitor Designated Contractors (EDC)**

Exhibitors may employ the service of independent contractors to install and dismantle their display, providing the Exhibitor and the EDC comply with the requirements specified in the Exhibitor Services Manual. The Exhibitor must notify ENA Exhibit Services and GES/Global Experience Specialists of the intent to utilize an EDC no later than August 25, 2014 (30 business days prior to the first day of scheduled exhibit installation), furnishing their name, address, and telephone number. In addition, the Exhibitor shall provide evidence that the EDC has a proper Certificate of Insurance with a minimum of \$1 million liability coverage, including property damage, to ENA Exhibit Services and the GES/Global Experience Specialists no later than September 23, 2014 (at least 10 business days before show opening on October 9, 2014).

#### **Food & Beverage**

Distribution of beverages and food from an exhibitor's booth for hospitality is permitted. Beverages are to be dispensed in disposable containers that hold three ounces or less. All beverages, food, and supplies must be purchased through the official convention center caterer. **Alcoholic beverages will not be permitted.**

#### **Force Majeure**

In the event the Facility or any part of the exhibited area thereof is unavailable whether for the entire Conference, or a portion of the Conference as a result of fire, flood, tempest, inclement weather or other such cause or as a result of governmental intervention, malicious damage, acts of war, terrorism, strike, lock-out, labor dispute, riot or other cause or agency over which ENA has no control, or should ENA decide that because of any such cause that it is necessary to cancel, postpone, or re-site the Conference, or reduce the move-in and installation time, show time, or move-out time, ENA shall not be obligated to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.

#### **Giveaways**

All distribution of promotional or educational materials must be confined to the perimeters of the exhibitor's booth. Giveaways and awards are limited to prizes of an educational nature and/or in keeping with the character of the Conference and must be submitted to ENA for prior approval (written description acceptable). Exhibitor Form located in Exhibitor Services Manual must be submitted to ENA by September 17, 2014. Promotions not approved by ENA are not permitted. Exhibitors whose promotional activity or giveaway item causes mobbing of the booth or congestion in the aisles may be asked by ENA to cease the promotion or demonstrate discretion when distributing giveaway items. Please note that Massachusetts state law requires manufacturers of medical devices/equipment and pharmaceuticals to distribute only educational items to Massachusetts licensed healthcare professionals.

#### **Events Hosted by Exhibitors**

Events are defined as, but not limited to entertaining in a hospitality suite, focus groups, receptions or educational sessions hosted by exhibitors. These events must be pre-approved by ENA in advance, no later than 30 days prior to the start of the Conference. No event may be scheduled to conflict with the Conference program hours, activity hours, or exposition hours. Contact ENA Development

Department for details at [partnerwithus@ena.org](mailto:partnerwithus@ena.org). Violation of these terms may result in eviction from the Conference without refund.

### **Labor Regulations**

Exhibitors must conform to the local labor regulations. All work in connection with exhibit set-up and dismantle is to be performed by union personnel carrying the appropriate union card. Carpenters, painters, electricians, plumbers and other skilled labor, as well as common labor and porters, are to be arranged by GES/Global Experience Specialists at established rates. Information for arranging union labor will be included in the Exhibitor Services Manual.

### **Liability**

Exhibitor agrees to protect, indemnify, save and hold forever harmless ENA and its officers, directors, employees and agents, and the Facility, GES/Global Experience Specialists, the State of Indiana and the City of Indianapolis, and their respective agents and employees (collectively, the "Indemnitees") against and from damages or charges imposed for violations of any laws, regulations, or ordinances, whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, and further, Exhibitor shall at all times protect, indemnify, save and hold harmless the Indemnitees against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from and out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arises from or out of or by reason of said Exhibitor's occupancy and use of the exhibition premises, or any part thereof, unless any such losses are the result of the sole negligence of the Indemnitees.

### **Insurance**

All property of the Exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the Facility. Neither ENA, the Facility, GES/Global Experience Specialists, the State of Indiana, or the City of Indiana maintain insurance covering Exhibitors' property. Neither the Conference, ENA, nor the Facility can or will be responsible for damage to, loss, or theft of property belonging to any Exhibitor, its agents, employees, business invitees, visitors, or guests. Each Exhibitor is to carry its own insurance.

### **Lead Retrieval System**

Lead retrieval is available for exhibitors to quickly and accurately record each prospect's name and address. Additional information and an order form are included in the Exhibitor Services Manual. When you scan an attendee's badge, you will receive their email as long as they have provided it to us when they register. Please note that an attendee may decline to have their badge scanned.

### **Music Licensing**

Exhibitor represents and warrants that it shall not violate any copyright, trademark, or other similar intellectual property laws and that it shall comply with all copyright restrictions including, but not limited to, any license ENA may obtain or any other laws or restrictions with respect to the use or performance of music. Exhibitor further represents and warrants that it shall obtain any and all licenses or grants of authority required of Exhibitor under the copyright laws, and present Show Management with a copy of such license or grant no less than 30 days prior to the start of the conference or August 25, 2014.

### **Products**

ENA reserves the right to prohibit exhibition or advertisement of any product it deems unsuitable for the exposition. No ENA endorsement, express or implied, is connected with any product exhibited or advertised. Only products that have been approved by the FDA or other appropriate governmental agency shall be exhibited or

advertised, unless approval is pending and a notice to that effect is prominently displayed with the product, or unless the product does not require such approvals.

### **Property Care**

Exhibitors must surrender booth space in the same condition as it was at the time of occupation and are liable for any damage caused by disregard of these rules and regulations. The Exhibitor is not to affix, nail, or otherwise attach anything to walls, doors, floors, or columns except where a nailing strip is provided. Exhibitors may not apply paint, lacquer, adhesives, or any other coating to the building columns, floors, or standard booth equipment. If there are any special requirements in this respect, the Exhibitor should call GES/Global Experience Specialists.

### **Public Safety**

Each Exhibitor is charged with the knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this event. The Exhibitor assumes all responsibility for compliance with local, city, and state safety, fire and health ordinances covering installation of exhibit and operation of equipment. Compliance with such laws is mandatory for all Exhibitors and the sole responsibility is that of the Exhibitor.

All display materials must be reasonably located and protected by safety barrier guards. Radiological equipment may be displayed but not operated. No combustible decoration or materials, such as crepe paper, tissue paper, cardboard, or corrugated paper shall be used at any time. All bunting, draperies, or other fabrics must be fireproofed before use in the exhibit booth, with a certificate of fireproofing present in the exhibit booth during both installation and show hours. All materials and fluids that are inflammable are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc., are not permitted without permission of ENA, the Facility, and the Indianapolis Fire Department. Balloons filled with helium are not permitted.

Only three-prong grounded extension cords will be permitted in the exhibit hall. No zip cords are allowed for electrical connections.

Aisles must be kept completely clear and unobstructed. Fire exits and fire hose cabinets must be kept clear at all times. No hazardous display of any nature will be permitted. GES/Global Experience Specialists should be contacted if further information is required.

Special illumination, such as bare spotlights, must be indirect or adjusted so the beam does not offend neighboring Exhibitors or guests. The use of laser, strobe, flashing, or neon signs or neon-type lights of any kind will not be allowed in the exhibit hall.

### **Selling in Exhibit Space**

The selling of any products for delivery during the Conference and related taxes are the sole responsibility of the Exhibitor.

### **Violations**

Complaints of any violation of any rules and regulations are to be made promptly to ENA. Exhibitors and their personnel agree to abide by the decisions of ENA.