

## Rules & Regulations Governing CMAA2021 Trade Show

*Revised May 25, 2021*

### **CONTRACT FOR SPACE:**

Acceptance of an application does not imply endorsement by CMAA of the applicant's products/services, nor does rejection imply lack of merit of product or manufacturer. CMAA has the sole right to determine eligibility of any company or product for inclusion in the trade show and retains the right to rescind the contract within 30 days of receipt if the exhibit is deemed to be contrary to the best interest of the show. The application for booth space will become a binding contract when accepted by CMAA.

### **PRIORITY POINT SYSTEM:**

In 2014 CMAA implemented an Exhibitor Priority Points system in an effort to further streamline the booth assignment process and create a fair and equitable system for CMAA exhibitor and sponsor partners. Priority Points will be awarded at the conclusion of CMAA2021 for the following year's booth selection.

### **DAMAGE TO PROPERTY:**

If the Exhibitor or its representatives shall damage another Exhibitor's property in any way, the Exhibitor agrees to be fully responsible and to pay the cost of repairing any such damages. The Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Philadelphia Marriott Downtown, its owners or managers, which result from any act or omission of Exhibitor. The Exhibitor acknowledges that neither the Philadelphia Marriott Downtown, its owners, its operator, or its parent company maintain insurance covering the exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance insuring any losses by the Exhibitor.

### **INSURANCE:**

Exhibitors shall insure their own exhibit and display materials. Exhibitors must carry through the term of the Show (installation, use of trade show premises, dismantling) policies of Comprehensive General Liability insurance, insuring and specifically referring to the Contractual liability set forth in the Exhibit Agreement, in an amount not less than \$1 million Combined Single Limit for personal injury and property damage. Proof of this insurance must be submitted in advance to CMAA, naming CMAA, the Philadelphia Marriott Downtown (HOTEL), its owners, its operator, and its parent as additional insureds. Workers Compensation & Employers Liability insurance, Automobile insurance, and Excess/Umbrella Liability insurance shall be in full compliance with all federal/state laws, covering all of the Exhibitor's employees engaged in the performance of any work for Exhibitor, although it's not required that those Certificates be provided.

Independent of any insurance coverage, Exhibitor assumes entire responsibility and agrees to protect, defend, indemnify and save the CMAA and Philadelphia Marriott Downtown, its owners, its operator, and each of its parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against any claims, losses or damages to persons or property, governmental charges or files and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the Philadelphia Marriott Downtown and its employees and agents.

In the event the Exhibitor utilizes the services of an EAC to set up and/or dismantle the booth, that EAC must provide the named decorating firm with notice at least 10 days prior to the move-in date. In addition, the EAC must provide this firm with a General Liability Insurance Certificate in the amount of \$2 million and name the firm and CMAA as additional insureds. Also, the EAC must carry Workers Compensation insurance in the minimum amount required by State law and automobile insurance in the minimum amount of \$2 million although it's not required that a Certificate be provided.

### **SECURITY:**

Although there is security onsite, CMAA and HOTEL are not responsible or liable for items that are missing or left in the exhibit hall. Exhibitors are encouraged not to leave valuable items in the booths overnight. CMAA requests all Exhibitors maintain a staff presence at their designated booth locations until the trade show closes each day. Booth representatives will be permitted to enter the trade show 30 minutes before the scheduled opening time each day of the show and will be permitted to remain in the trade show up to 30 minutes after the closing each day. Exhibitor's booth representatives shall be restricted to employees of the exhibiting firms who are actually working in the Exhibitor's booth. Booth representatives shall at all times wear "EXHIBITOR" badge identification furnished by CMAA.

### **RESTRICTIONS:**

CMAA reserves the right to restrict exhibits which, because of noise, method of operation, early dismantling of the exhibit, or for any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the conference as a whole. CMAA may forbid installation or request removal or discontinuation of any exhibit or promotion, which, if continued, departs substantially from the description given advance approval.

### **CONFLICTING MEETINGS AND SOCIAL ACTIVITIES:**

In the interest of the success of the entire conference, the Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of members or Exhibitors from the conference or trade show during official trade show or conference hours.

### **INTERPRETATION & ENFORCEMENT:**

These regulations become a part of the contract between the Exhibitor and CMAA. All matters in question not covered by these regulations are subject to the decision of CMAA and all decisions so made shall be binding on all parties affected by them as by the original regulations.

### **FORUM SELECTION:**

Any dispute between CMAA and the Exhibitor related to, or arising out of, the show or these rules shall be subject to the exclusive jurisdiction of the State and/or Federal courts for, or located in, McLean, Virginia. The Exhibitor waives any right to assert the doctrine of forum non conveniens or similar doctrine and stipulates that the above-referenced courts shall have in personam jurisdiction and venue over the Exhibitor.

### **AMENDMENTS:**

These rules may be amended at any time and all Exhibitors will be notified of such amendments. Any amendments shall be binding on the Exhibitor. Any matters not specifically covered herein are subject to decision by the Association. The Exhibitor will abide by these rules and regulations, with fire regulations, and with other regulations of governmental agencies and the hosting property. It is expressly understood and agreed by the Exhibitor that the rules and regulations of the trade show as amended by CMAA shall be considered a part of this contract, incorporated herein by reference and to the same extent and effect as if said rules and regulations were set forth in full in the contract. In the event of any conflict or inconsistency between these rules and CMAA's contract(s) with the hotel(s), the terms of the hotel contracts will take precedence.

### **LIMITATION OF LIABILITY:**

CMAA shall not be liable to the Exhibitor in any respect for any claims, losses, expenses, injuries, or damages arising out of or related to the show or the Exhibitor's participation in the show due to any act or omission of CMAA, its employees or agents, or any third person, whether based on breach of contract or warranty, negligence or other tort, or strict liability, unless directly

and solely caused by the gross negligence or willful misconduct of CMAA.

CMAA disclaims all warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. CMAA shall not be liable to the Exhibitor for any indirect, special or consequential damages, including lost profits, whether based upon a claim or action of contract, warranty, negligence, strict liability or other tort, even if CMAA is aware of the possibility thereof. Notwithstanding any other provision of this Agreement, the maximum liability of CMAA to the Exhibitor will in no event exceed the lesser of (i) the amount of exhibit fees paid by the Exhibitor to CMAA or (ii) \$5,000; recovery of such amount shall be the Exhibitor's sole and exclusive legal remedy. Any claim against CMAA not submitted to CMAA within thirty (30) days of the close of the show shall be forever waived, and no suit or action shall be brought against CMAA more than one (1) year after the show.

### **CHARACTER OF EXHIBITS:**

The general aspect of the trade show is to be that of a serious and dignified offering of products and services with direct commercial merit for the construction and related industries. Trade show rules are designed to give each Exhibitor the opportunity to effectively present its products and services and to be a good neighbor. All sales and promotional efforts of an Exhibitor shall be confined to the Exhibitor's booth.

"Cash and carry" sales are not permitted from the exhibit floor. No solicitation or distribution of materials outside of the exhibit space will be allowed without written permission from CMAA.

### **EXHIBIT SPACE:**

No exhibits or activities will be permitted which interfere with the use of aisles by other Exhibitors or impede access to them. Aisles must be kept clear. No Exhibitor may sublet, assign, or apportion any part of the space allotted. Any demonstration or activity that results in the obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by CMAA. CMAA reserves the right to reject, eject, or prohibit any exhibit in whole or part, or Exhibitor or its representatives, with or without giving cause. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no return of booth or personnel registration payment shall be made.

Exhibitors shall arrange their exhibits so that they do not obstruct the view to other exhibits and do not exceed the footprint of the contracted space. IAEE rules for booth layout are strictly enforced. Island booths are to be arranged in a manner that is attractive when viewed from all sides. **No "endcap booths" are allowed.**

### **RELOCATION OF EXHIBIT:**

The Association reserves the right to alter the location of booth spaces, at its sole discretion, in the best interests of the trade show, and the Exhibitor agrees to accept relocation. Such change of location will be made with notice, which may be ordinary correspondence, to the Exhibitor.