

American Coatings Show 2020 - Terms and Conditions for Participation

AC Media is hereinafter referred to as "Organizer" and "Event Management."

1. Venue, Duration, Hours

Venue:
Indiana Convention Center
100 S. Capitol Ave.
Indianapolis, IN U.S.A. 46225

Show Duration:
Tuesday - Thursday / March 31 - April 2, 2020

Show Dates/Hours:
Tuesday - Wednesday, March 31 - April 1, 2020, 9:00am - 5:00pm
Thursday, April 2, 2020, 9:00am - 1:00pm

2. Exhibit Space Rental Prices are per sq. ft. of exhibit space

USD 33.00 In-line booth
USD 34.00 Corner booth
USD 35.00 Peninsula booth
USD 36.00 Island booth

"Two story" or "double decker" booths are subject to an additional charge of 50% of cost per sq. ft.

Early booking discount of 5% on price of exhibit space for applications received by August 1, 2019.

There are zero exceptions to the 8ft booth height requirement. The only exception to the rule is when occupying an Island booth in which, if a wall is present, its maximum height shall not exceed 20 ft.

Additionally, ACA member companies will receive a discount of 10%, and European Coatings Show 2019 exhibitors receive a discount of 5% on the price of exhibit space (the two latter discounts cannot be combined).

Exhibit space rental includes:

- Rent of the exhibit space during assembly, exhibition and dismantling.
- General guarding of the exhibition halls. General lighting of the exhibition hall. General cleaning of the passageways.
- Basic entry in the online event app
- Entry in the Show Pocket Guide
- Basic Entry in Online Interactive Floor Plan

3. Basic Booth Requirements:

All exhibitors are required to erect 8 ft. high booth partition walls on all closed sides of their assigned exhibit space wall as well as lay carpet or flooring covering their contracted space.

Required partition walls and carpet/flooring are not included in the exhibit space rental. It must be purchased separately and is available via the Exhibitor Service Manual.

Please understand that exhibitors not ordering the booth package offered by the show-appointed general service contractor will be required to provide Event Management with a complete booth rendering, including hard wall structure for all closed walls prior to January 31, 2020.

All exhibiting companies are required to provide proof of insurance via Certificate of Liability Insurance (referred to as COI) to Event Management prior to January 31, 2020. Exhibitors are obliged to make their own adequate insurance arrangements. An example of the relevant form will be available to you in the ACS 2020 Exhibitor Service Manual. For additional information regarding the liability insurance coverage of the Organizers, refer to Section 19.

4. Exhibitor Application/ Booth Selection

Applications to exhibit at American Coatings Show must be completed either:

1. Via the online exhibitor application, complete with authorized electronic signature, which is equivalent to a handwritten signature.
2. Via print application, complete with authorized signature. Such an application constitutes a contractual offer to the Organizers.

By signing this form, the Terms & Conditions for Participation are recognized as binding by the applicant, who is also responsible and liable for adherence to the said conditions by persons employed by him at the event.

Exhibitors may indicate on the exhibitor application, in the appropriate section, the desired booth location(s) by listing the preferred booth number(s) in order of preference, as labeled on the official show floor plan (available on the show website).

5. Booth Confirmation/Payment Conditions

Upon receipt of the application by Event Management, exhibitors will be provided a booth confirmation letter indicating booth number accompanied by an invoice requiring a 50% deposit due within 15 days of issue date as a means to secure exhibit space. Should the deposit not be received within 15 days of issue date, Event Management reserves the right to release the reserved space offered to the exhibitor in the booth confirmation letter.

The remaining exhibit space rental balance is due no later than January 15, 2020.

- Exhibitors who submit applications after January 1, 2020 will be required to pay 100% of exhibit space invoice within 15 days of issue date to secure exhibit space.
- All payments are to be made in USD without charges, quoting invoice number. The Organizers will accept international wire transfer.
- An entitlement to occupy the allocated exhibit space exists only after payment of invoices in full.

6. Cancellation Terms

Once this contract is signed and exhibit space is allocated, the exhibitor is contracted to exhibit space. An exhibitor who cancels his booth space reservation must pay a cancellation fee, as seen below, which allows the Organizers to recover any administrative expenses incurred in preparing for the participation of the cancelling exhibitor and which they will incur in attempting to resell to the booth.

Cancellations or downsizes of exhibit space must be made in writing only and are subject to the following provisions:

- Cancellations or booth downsizes received on or after January 2, 2020 are subject to a cancellation fee equal to 100% of the cancelled exhibit space price.
- Cancellations or booth downsizes received prior to January 2, 2020 are subject to a cancellation fee equal to 50% of the cancelled exhibit space price.
- If exhibitor has not set up his booth by 3 pm on March 30, 2020 (the evening before opening day of show), and has not notified Event Management of cancellation in their office at the Convention Center with written notice, the right to reassign booth space is reserved.

7. Co-Exhibitor Terms and Participation Fees

Co-exhibitors are companies who appear on a direct exhibitor's booth and present their own products with their own personnel. Their independence must also be recognizable without physical separation. Co-exhibitors are only admissible if they fulfill the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full. Co-exhibitors are subject to the same conditions as the exhibitor.

The co-exhibitor application form can only be submitted directly to Event Management via email, and not via the ACS website online application system. The organizer will charge the direct exhibitor a participation fee at the total price of USD \$1,500.00 for each co-exhibitor registered by him.

8. Exhibitor Passes

Each exhibitor will be given passes according to booth size for his exhibition booth and operating personnel for admittance during the trade show at no charge. Three (3) passes will be issued for every 100 sq. ft. of exhibit space. Any additional exhibitor passes beyond this allotment can be purchased for entitled persons at the price of USD \$35 each. In case exhibitor passes are lost the Organizers will charge USD \$35 per badge to replace lost exhibitor passes. Exhibitor passes will not be mailed in advance, but rather picked up on-site during the set dates/times before and during the exhibition.

9. Assembly/Dismantle

Assembly:

Friday, March 27, 2020 - Monday, March 30, 2020

Exhibition booths for which assembly has not commenced by 3 pm on Monday, March 30, 2020 will be decorated by the Organizers, if they cannot be other-wise disposed of. Costs incurred will be charged to the exhibitor.

Dismantling:

Thursday, April 2, 2020, 1:00 pm - 10:00 pm
Friday, April 3, 2020, 7:00 am - 8:00 pm
Saturday, April 4, 2020, 7:00 am - 5:00 pm

Organizers do not permit early dismantling.

Access to the halls during assembly and dismantling times is only permitted on display of special passes, which are not valid during the exhibition.

10. Booth Design Guidelines

The exhibitor is responsible for booth equipment and decoration.

The American Coatings Show operates from the IAEE Guidelines. The overriding principle for the design of all exhibition booths is transparency. All open sides of the booth must be freely accessible. This means that at least 50% of the respective gangway side must not be obstructed by structures or fittings.

The standard booth height is 8 ft.

The backs of booth partition walls, advertising carriers or other design elements facing neighboring booths and exceeding a height of 8 ft must be of neutral design and clean, and must not contain any text or graphics.

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If a rental booth is not purchased by exhibitor, a fascia must be fitted on all open sides of the exhibition booth. The fascia is not required, if the necessary booth appearance is provided in some other way. The Organizers reserve the right to give further instructions concerning the design of booths. All other booth partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done and will be charged with the costs. Pillars, installations and fire-fighting equipment within the booth are part of the allotted exhibit space and must be accessible at all times.

The exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by the Organizers or the neighboring exhibitors affected.

Special rules and regulations by the Indiana Convention Center and General Contractor apply.

11. Exhibition and Approved Goods

Admissible as exhibitors are: manufacturers, distributors, wholesalers, importers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the list of products provided. All exhibition goods must be described in detail in the application. Product copies, counterfeits, etc. that violate the regulations for the protection of industrial property rights are not admitted.

12. Exclusion of Exhibits

The Organizers are entitled to demand the removal of items which have not been listed in the application form or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. If this demand is not complied with, the said items will be removed by the Organizers at the expense of the exhibitor. If a violation of industrial property rights by an exhibitor is proved (e.g. on the grounds of a valid court ruling against the exhibitor), the Organizers may exclude the exhibitor from participating in a subsequent event.

13. Advertising

Advertising of all kinds is allowed only within the exhibit space rented by the exhibitor for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the application form and admitted. The use of equipment to achieve an increased advertising effect by optical and/or acoustic means requires the written consent of the Organizers.

14. Protection of Industrial Property Rights

Protection of copyright or other patent rights of exhibits is the responsibility of the exhibitor.

15. Photographs, drawings, films

The Organizers are entitled to have photographs, drawings, and films made of the exhibition, exhibits and exhibition constructions and booths and to use these for publicity or press purposes without exhibitors being able to object for any reason. This also applies to photographs produced directly by the press or television with the consent of the Organizers. For photographs, drawings and films of booths against payment, exhibitors must only use service contractors authorized by the Organizers and in possession of a relevant permit. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours. Exhibitors are not permitted to produce photographs, drawings, and films of the booths and exhibits of other exhibitors.

16. Direct Selling

Direct selling is not permitted.

17. Cleaning

The Organizers are responsible for general cleaning of the grounds and hall passages. Booth cleaning is the responsibility of the exhibitors and must be completed daily before the opening of the exhibition. Exhibitors should use the service contractor engaged by the Organizers for booth cleaning.

18. Supervision

The Organizers will arrange general supervision in the exhibition center. This shall not affect the liability provisions of item 19.

Exhibitors are strongly encouraged to make their own arrangements for the security of their booths and exhibition items and affect appropriate insurance coverage. Valuable items which can be easily removed should be locked away at night.

Additional booth supervision is available at the exhibitor's own expense by using the service contractor engaged by the Organizers.

19. Liability Insurance

The Organizers are liable to the exhibitor and persons authorized to act on his behalf for demonstrable damage incurred during the event in the exhibition center up to a limit of USD \$5,000 only if such damage is caused by the negligence of the Organizers or their staff. The said limit does not apply in cases of deliberate damage or gross negligence. For damage resulting from failure of equipment, operational failures or other incidents having an adverse effect on the event, the Organizers are liable only in case of deliberate intent or gross negligence. The Organizers are not liable for damage, theft or other loss of exhibits and booth equipment and consequential damage.

The exhibitor is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associates. The Organizers are entitled to prohibit the exhibition or operation of machinery and/or equipment at their discretion.

20. Site Regulations/Contraventions

Exhibitors shall agree to accept the site regulations during the trade show in all parts of the exhibition center. The instructions of the Organizers' employees, who possess official identification cards, must be complied with. Contraventions of the Terms & Conditions for Participation or instructions within the framework of the site regulations shall entitle the Organizers, if such contraventions continue after warning, to immediate closure of the booth at the exhibitor's own risk and expense and without claim to compensation.

21. Force Majeure

If the exhibitor is prevented from participating in the event for reasons for which neither he nor the Organizers are responsible (force majeure), the booth rental shall be reduced by half. If the Organizers are prevented (by force majeure) from holding the event, they are required to notify the exhibitors accordingly without delay. The claim to booth rental is voided, but the Organizers may charge the exhibitor for work carried out to his order to the extent of the costs incurred thus far, as the result of such work may still be of interest to him. Should the Organizers be in a position to hold the event at a later date, they are likewise required to notify the exhibitor to this effect without delay. The exhibitor is entitled to cancel his participation in the event at the new time within one week of receiving such notification, in which case he is entitled to refund of monies paid for the cancelled booth rental.

If the Organizers are compelled to curtail or cancel an event for reasons of force majeure after it has commenced, the exhibitor has no claim to any refund or cancellation of the booth rental.

22. Exclusion of Liability

If the event 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, act of God, acts of domestic or foreign terrorism, fire, violence, civil disturbance, building malfunction, inclement weather, epidemic, emergency declared by any government agency, or for any other causes beyond the reasonable control of Event Management including damage caused by visitors to the Event, other Exhibitors or persons acting on their behalf, the Exhibitor releases Event Management from all damages or claims for damages, including booth rental, sponsorships, or entrance fee refunds. Exhibitor also acknowledges general event attendance is an inherent risk associated with participation in expositions or trade show events. Exhibitor acknowledges Management neither presents nor implies attendance guarantees at American Coatings Show 2020. As such, in the event American Coatings Show 2020 fails to present sufficient attendance in terms of quality and/or quantity by any standards, the Exhibitor releases Event Management from all potential related damages or claims, including but not limited to booth rental, sponsorships, marketing, or entrance fee refunds.

Under no circumstance shall Management be required to defend or indemnify Exhibitor for loss or damages caused or incurred by Exhibitor.

23. Contractual Terms

The terms for participation in the American Coatings Show 2020 are the Terms & Conditions for Participation, the Indiana Convention Center & Lucas Oil Stadium site regulations, the organizational (e.g. exhibitor information), technical (e.g. Exhibitor Service Manual) and other conditions notified to the exhibitor before the exhibition begins. If AC Media provides additional exhibition services through a Service Partner in response to a separate order, the general terms and conditions of business of the respective Service Partner shall prevail over these Terms and Conditions for Participation in case of discrepancies. Personal data is collected, processed and used by the Organizers and, if applicable, by Service Partners in accordance with the relevant data protection regulations for the purpose of potential customers and for handling the services offered.

24. Modification

The Organizers reserve the right to cancel, postpone or relocate the event, to shorten or lengthen the exhibition, or for technical, official or other in the opinion of the Organizers' compelling reasons to assign to the exhibitor another space or to modify and reduce the size of the space. A withdrawal from the contract resulting from these actions will not be accepted.

25. Exhibitor claims, written forms, place of fulfillment, jurisdiction

All exhibitor claims against the Organizers must be made in writing. The statutory period of limitation begins on the last day of exhibition. Agreements that deviate from these or supplementary terms must be in writing. US law and the US text shall prevail. Place of fulfillment and jurisdiction is Washington, DC. However, the Organizers reserve the right to bring their claims before the court of the place at which the exhibitor has his place of business.

26. Exhibitor Insurance

Exhibitors are required by Show Management to obtain exhibitors insurance. There is a required \$2 million general aggregate policy. Exhibitors may elect to utilize exhibitor insurance provider located in the exhibitor services manual or service provider of their choice. Must submit exhibitor insurance policy by March 2, 2020.