



American Railway Engineering and
Maintenance-of-Way Association

AREMA 2012 Annual Conference & Exposition ~ Regulations for Exhibiting

1. Assignment of Exhibit Space:

Assignment of space will be made in the order of requests received.

2. Exhibit Space Rental Rates:

Each space is 10' x 10' in size. Each space is equipped with pipe and drape, and an ID sign with company name. Drape colors to be determined by AREMA.

\$2,300 per 10' x 10' space. Corner spaces are an additional ten percent (10%). Each exhibitor is allowed a maximum of four (4) spaces.

3. Relocation and Floor Plan Revisions

AREMA retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

4. Subleasing

Exhibitors may not sublet their exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display, in which case the identification shall be limited to the manufacturer's regular nameplate. Exhibitors may not permit non-exhibiting company representatives to operate from their booth. This booth rental is for exclusive use of Exhibitor's company and its' products and services. Rulings of AREMA shall, in all instances, be final with regard to use of exhibit space.

5. Failure to Occupy Space

Any exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be taken by AREMA, and re-allocated or reassigned for such purposes or use as AREMA may see fit.

6. Cancellation or Change of Exposition

In the event that the premises in which the Exposition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of AREMA or its agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of AREMA. AREMA shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of AREMA. Causes for such action beyond the control of AREMA shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the Hilton Chicago, municipal, state or federal laws, or acts of God. Should AREMA terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. Refunds in the event of termination shall be made to exhibitors in the amount of the original exhibit fees less prorated adjustments based on AREMA costs incurred from staging the Event.

7. Cancellation by Exhibitor

In the event of cancellation by an exhibitor, AREMA shall determine an assessment covering the reassignment of space, and other damages related to cancellation, according to the following schedule:

- Cancellations made on or prior to March 31, 2012 – 50% refund due exhibitor, of total booth costs.
- No refunds will be issued on or after April 1, 2012.

AREMA must receive written notification of the cancellation. The date the cancellation notice is received by AREMA will determine above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, AREMA reserves the right to reassign cancelled booth space, regardless of the cancellation assessment. Subsequent reassignment of cancelled space does not relieve the cancelling exhibitor of the obligation to pay the cancellation fee.

8. Limitation of Liability

Exhibitor agrees to make no claim for any reason whatsoever against AREMA, Freeman Decorating or the Hilton Chicago for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Exposition as scheduled; nor for any action or omission of AREMA. Exhibitors are solely responsible for their own exhibition material and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of exhibitors are in their care, custody, and control in transit to, or from, or within the confines of the exhibit hall. AREMA shall bear no responsibility for the safety of the exhibitors, their personnel, employees, agents or representatives or personal property.

9. Insurance

Exhibitors shall, at their sole cost and expense, procure and maintain through the term of this contract, the following insurance: Comprehensive General Liability insurance with limits not less than \$1,000,000 including Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all laws covering the exhibitor's employees. Proof of insurance must be provided to AREMA or its agent upon request.

10. Union Labor

Exhibitors shall employ only union labor, as made available by official contractors in the setting up and dismantling of the exhibits and in the operations when required by union agreements. Exhibitors planning to build special displays should employ union display companies in their fabrication and carpentry. Electrical requirements must be handled by Hilton Chicago in-house union electricians.

11. Installing, Exhibiting, Dismantling

Hours and dates for installing, exhibiting and dismantling shall be those specified by AREMA. All exhibits must be set by the time the show opens and must remain intact until the show closes. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material for the Exposition before the specified conclusion of the dismantling period set by AREMA. Exhibitors are required to adhere to exposition hours. **No early breakdown will be permitted.** If exhibitors leave the Exposition prior to the designated teardown time, a fine of up to \$1,000 may be incurred and possible exclusion from future AREMA Expositions. The fine is at the discrepancy of AREMA and will be charged to the credit card on file. Exhibitors will be notified should this occur.

NOTE: For safety reasons, no one under 18 years of age is permitted in the Exhibit Hall during installation and dismantle.

12. Damage to Property

Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment.

13. Floor Loading

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

14. Flammable Materials

No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations may be used in any booth.

15. Disruptive Exhibits - Noise and Odors

Public address, sound-producing, or amplifying devices must be tuned to conversational level. The operation of any equipment or apparatus that

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produces odors annoying to neighboring exhibitors or guests will not be permitted. AREMA will have sole discretion in determining what is noisy, obstructive or objectionable.

16. Soliciting

All business activities, circulars, and advertising matter of the exhibitor may be conducted and/or distributed only within the booth(s) assigned to the exhibitor. No material may be placed on seats or attached to walls, ceilings, or woodwork in the Exhibit Hall or left in public spaces for distribution.

17. Obstruction of Aisles or Booths

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's booths shall be suspended for any periods specified by AREMA.

18. Admission to Exhibit Hall

Admission policies shall remain, at all times, the prerogative of AREMA and may be revised or amended to suit unforeseen conditions.

19. Booth Personnel and Badges

One exhibitor representative will be issued a complimentary Full Conference registration with each 10' x 10' space purchased. This badge allows access to the AREMA Technical Presentations. Two additional exhibitor representatives per 10' x 10' space will receive complimentary "Exhibit Only" registrations good for the Exposition area only. The "Exhibit Only" badges restrict personnel to the exhibit area. Booth personnel shall wear badge identification furnished by AREMA at all times while in the conference center area (including any exhibit areas). All additional employees and representatives of the exhibiting companies must register as either Conference Attendees or "Exhibit Only" attendees. AREMA reserves the right to restrict or limit the number of booth representatives. All exhibits must be staffed during show hours.

20. Security

AREMA will provide perimeter security during non-exhibit hours. Each exhibitor must make provisions for safeguarding goods, materials, equipment, and displays at all times. The Association shall not be held responsible for the loss, or damage, of any material for any cause and encourages the exhibitor to exercise normal precautions to prevent loss or damage as a result of theft or other causes. Exhibitors may hire additional security at their own expense should they choose.

21. Notice of Disability Act

In compliance with the Americans with Disabilities Act of 1990, AREMA will make all reasonable efforts to accommodate people with disabilities. Please contact AREMA if you have a specific request.

22. Official Service Contractor

Freeman is the official service contractor for AREMA. Freeman will staff a service desk on-site.

23. Exhibitor Service Manual

Complete instructions, schedules, and prices regarding shipping, drayage, labor, electrical use, furniture, carpets, AV equipment, etc..., will be included in the Exhibitor Service Manual. Exhibiting companies will receive the manual from Freeman several months prior to the show.

24. Unofficial Service Contractors

Exhibitors who plan to use an installation and dismantle firm other than the "official" contractor must complete the "Exhibitor Authorization Form for Independent Contractors" found in the Exhibitor Service Manual.

25. Exhibitor Code of Conduct

Each representative of an exhibiting company is expected to conduct himself/herself in a professional manner. Although a spirit of friendly and honest competition is recognized as a valid business practice, the use of deceptive and/or unethical methods to obtain information and/or gain an advantage over a competitor is considered to be a violation of this Code of Conduct. Violation(s) of local and/or Federal laws can result in immediate suspension (without verbal warning) from the exposition.

26. Entering another Exhibiting Companies' Booth

Exhibitor personnel should not enter another exhibitor's booth space without obtaining permission, nor should personnel block access to another booth.

27. Smoking

Smoking is not allowed in the Conference area or Exhibit Halls of the Hilton Chicago.

28. Height and Non-Blocking Regulations

All exhibit display construction design must conform to the regulations set forth in the Exhibitor Services Manual, a copy of which is supplied to each exhibitor by Freeman Decorating. The Manual provides details as to what is allowed for exhibitor's booth so as to enable use of the space without detriment to neighboring exhibitors or the Exposition.

29. Electrical Safety

All wiring on booths or display fixtures must meet underwriters' rules and standard fire department inspection. This applies to booth constructions only and not to pre-wired radio and electronic equipment.

30. Display

AREMA shall have full authority for approval or arrangement and appearance of items displayed. AREMA may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to AREMA for the costs that the exhibitor may incur. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished at 6:00 p.m., the day before the scheduled opening of the show, AREMA shall authorize the official decorator to complete the install, and the exhibitor must pay all charges incurred.

31. Exhibitor Representative's Responsibility

Exhibitor agrees to indemnify AREMA, its employees, agents, or representatives against – and hold them harmless for – all claims arising out of the acts of negligence of exhibitor, exhibitor's agents, employees or representatives, and any claims for injury to exhibitor, its employees, agents, representatives, or event attendees.

32. Waiver of Rights

Any rights of AREMA under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of AREMA.

33. Amendment and Addition Rules

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of AREMA. AREMA may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on the exhibitors, with the foregoing rules and regulations.

34. Agreement to Regulations

Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitor Prospectus, and by any amendments and additional rules that may be put into effect by AREMA. By signing the Exhibitor application, each company states that the rules and regulations herein have been read and will be adhered to by all exhibiting personnel.