

AREMA 2024 Annual Conference & Expo ~ Exhibitor Rules & Regulations

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. \$3,000 per 10' x 10' inline space, \$3,250 premium booths and \$3,500 for corner 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. Cancellations or Change of Expo.

a. Non Force Majeure Changes to Dates Venue or Exhibit Space by AREMA.
AREMA may, in its sole discretion, change the dates and/or the venue for the Expo upon written notice to the exhibitor, which may be communicated by email. AREMA shall not be liable for any costs, damages, fees or other expenses of exhibitor as a result of any such changes. Additionally, AREMA reserves the right to relocate exhibitor to any exhibit space in the within the venue at any time. AREMA, at its sole discretion, shall determine if an Exhibitor may be reimbursed for any fees paid or expenses incurred for an exhibitor cancellation resulting from changes made by AREMA as described in this section.

b. Force Majeure. In the event that the premises in which the Expo is conducted should become unfit for occupancy or substantially interfered with by reason of a Force Majeure, AREMA, at its sole discretion, may cancel the Expo or move it to another appropriate location. 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 cause by a Force Majeure. A Force Majeure shall include, but is not limited to: fire, casualty, flood, epidemic, a World Health Organization travel advisory, earthquake, explosion, acts of terrorism, bioterrorism, biochemical terrorism, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of or curtailment of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the Kentucky International Convention Center, 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 there from.

Refunds in the event of cancellation resulting from a Force Majeure 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.

Postponement; Relocation. If AREMA postpones and/or relocates the Expo (or any part thereof) as a result of a Force Majeure, then AREMA shall be entitled to retain the portion of the exhibit fee paid to date and said amount shall be applied to the Expo as though no postponement and/or re-location of Venue had occurred.

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 April 30, 2024 – 50% refund due exhibitor, of total booth costs.
- No refunds will be issued on or after May 1, 2024.

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 Kentucky International Convention Center 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 Expo as scheduled; nor for any action or omission of AREMA. Exhibitors are solely responsible for their own exhibition material/products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood that 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

Required insurance coverage is automatically included in the price of exhibitor booth space. Rain Protection will finalize insurance. If you would like to use your own provider, you may do so with the following guidelines. All insurance must be separately and specifically endorsed so as to provide that AREMA, Freeman and the Kentucky International Convention Center are named as additional insured as to all commercial general liability, commercial automobile liability, and umbrella liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

Commercial General Liability

- \$1,000,000 each occurrence limit
- \$300,000 damage to rented premises
- \$5,000 medical payments
- \$1,000,000 personal and advertising liability
- \$2,000,000 general aggregate
- \$1,000,000 products/completed operations

Commercial Automobile Liability

(if bringing any type of vehicle to display or set up display)

- \$1,000,000 combined single limit bodily injury and property damage or equivalent, including hired and non-owned auto liability

Workers' Compensation

Such insurance shall be in the amounts required by statutory workers' compensation requirements.

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 the Kentucky International Convention Center 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 Expo before the specified conclusion of the dismantling period set by AREMA. Exhibitors are required to adhere to Expo hours. **No early breakdown will be permitted.** If exhibitors leave the Expo prior to the designated teardown time, a fine of up to \$1,000 may be incurred and possible exclusion from future AREMA Expos. The fine is at the discretion 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 which are available upon request.

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 – Good neighbor policy

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

b. Good Neighbor Policy. Exhibitor shall operate the exhibit space so as not to annoy, endanger, or interfere with the rights of other exhibitors. AREMA may, in its sole discretion prohibit any action resulting in complaints from other exhibitors or attendees which interferes with the rights of others or expose them to annoyance or danger. Exhibitor's unreasonable interference with or inconvenience to the Exhibition, exhibitors or attendees shall be deemed to be a breach of this Agreement

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 will not be permitted.

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. Representatives registering on-site will be required to show proof of employment with the exhibiting company when requesting badges. Individuals requesting badges on-site who do not have proper authorization to receive a badge will be asked to wait at the registration desk until a representative of the exhibiting company has been contacted for authorization. The exhibiting company is responsible for the actions of its representatives. Misuse of the exhibitor badge system may result in the expulsion of the exhibitor from the exhibit hall and is considered a violation of the AREMA Rules and Regulations.

19. Booth Personnel and Badges

For each 10' x 10' exhibit space purchased, two (2) complimentary "Exhibit Only" registrations will be issued. These badges are good for the Expo area only. Booth personnel shall wear badge identification furnished by AREMA at all times while in the AREMA Conference and Expo areas. All additional employees and representatives of the exhibiting company must register as either Conference Attendees or "Exhibit Only" participants. AREMA reserves the right to restrict or limit the number of booth representatives. All exhibits must be staffed during show hours. No Exhibitor will be allowed on the show floor until one-half hour before the show hours and no later than one-half hour after the show closes without permission from AREMA.

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. AREMA 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 Americans With Disabilities Act

In compliance with the Americans with Disabilities Act of 1990 (ADA), AREMA will make all reasonable efforts to accommodate people with disabilities. Please contact AREMA if you have a specific request. Any changes made in Exhibitor's booth affecting accessibility or the ability of an attendee to fully participate in the event shall be made in compliance with the ADA requirements. Exhibitor shall be solely responsible for, and liable for, any ADA Violations resulting from such changes.

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 (see AREMA Events Code of Conduct Policy). 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 Expo.

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 Kentucky International Convention Center.

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. 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 Expo.

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 10:00 a.m., the opening day 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. Use of the AREMA Name

Participation by an exhibitor in the AREMA Conference & Expo does not entitle the Exhibitor to use the name of AREMA or The American Railway and Maintenance-of-Way Association other than reference to the Exhibitor's participation as an exhibitor in the event. Participation at AREMA does not imply endorsement or approval by AREMA of a product, service or participant and none shall be claimed by a participant.

34. Use of Music

An exhibitor who uses copyrighted music as part of, or in conjunction with, any junction connected with this Conference & Expo, shall be subject to the payment of music licensing fees.

35. Unauthorized Activities During AREMA Conference & Expo

Exhibitors may not hold private events/meetings while the exhibit hall is open and during conference hours.

36. Governing Law. Forum Selection. This agreement is deemed to be entered into in the State of Maryland and subject to the laws of Maryland without regard to its conflict of law principles. Exhibitor consents to the jurisdiction of the state and federal courts of the State of Maryland for the resolution of all disputes and claims arising in connection with this Agreement.

37. 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 Contract, 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.

38. Entire Agreement. This agreement contains the entire agreement between AREMA and the exhibitor and may not be changed or amended without the written consent of both parties.

39. 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.