



DISCOVER THE PROMISE
OF WHAT'S
POSSIBLE
The Exceptional Surgical Oncology Experience

**Washington State
Convention Center**
Seattle, Washington

EXHIBIT HALL RULES AND REGULATIONS

- **Americans with Disabilities Act (ADA)** - All exhibiting companies are required to be in compliance with the Americans with Disabilities Act (ADA) and are encouraged to be sensitive, and as reasonably accommodating as possible, to attendees with disabilities. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line (800-514-0301).
- **Animals** are NOT permitted in the facility unless they are service animals or part of a scheduled event.
- **Balloons** are not permitted in the exhibit hall.
- **Booth Set Up Guidelines** - Only official contractors, exhibitor appointed contractors and exhibiting company personnel are permitted on the exhibit floor during move-in and move-out. **NO ONE** under the age of 18 is permitted on the exhibit floor during that time. It is the responsibility of Exposition Management to ensure the overall appeal of the exhibit area. We need your cooperation in assuring an attractive Exposition. Guidelines addressing height, depth, structural integrity, storage and important detail for each type of booth construction follow in this section.
 - Exposition Management complies with any policy the Fire Marshal mandates, and adheres to the official IAEE guidelines. Should your exhibit not conform you will be asked to modify it on-site at your expense. Exhibit Management will advise you if you are in violation and give you the opportunity to make adjustments prior to the Fire Marshal walkthrough.
- **Canopies and Ceiling** - Canopies, including ceilings, umbrellas and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or for hanging products). Canopies for Linear or Perimeter Booths should comply with line of sight requirements. The base of the Canopy should not be lower than seven feet (7') from the floor or within five feet (5') of any aisle. Canopy supports should be no wider than three inches (3"). This applies to any booth configuration that has a sightline restriction, such as a Linear Booth. Fire and safety regulations in many facilities strictly govern the use of canopies, ceilings and other similar coverings. Check with show general contractor.

The logo for the SS2017 Annual Cancer Symposium. It features the text "SS2017" in a large, bold, blue font. To its right, in a smaller, white font, are the words "ANNUAL CANCER SYMPOSIUM". Below "SS2017" is the text "March 15-18" and "Seattle, WA" in a small, white font. The entire logo is set against a dark blue background with a white border.

SS2017

ANNUAL
CANCER
SYMPOSIUM

March 15-18 | Seattle, WA

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EXHIBIT HALL AND FACILITY REGULATIONS CONT'D

- **Carpet/Flooring** – The exhibit hall is NOT carpeted! Individual booth carpet is **NOT** included! It is a Show Management requirement that all spaces be carpeted at the exhibitor's expense by **3:00 pm on Wednesday, March 15, 2017**. After that time, Exhibit Management reserves the right to install any color carpet available in stock at the exhibitor's expense.
- **Ceiling Height** – Exhibits are located in Exhibit Halls 4ABC of the Washington State Convention Center in which the ceiling height is 25' at the highest point; though your booth and signage **MUST** comply with show rules. Booth height should not exceed 20', **INCLUDING** any signage. Should you have any questions please contact Show Management at 703-631-6200.
- **Children** under the age of 18 are not permitted in the exhibit areas at any time.
- **Crates/Carton Removal and Storage** - Exhibitors will **NOT** be permitted to store empty crates or boxes in their booth areas during the show period. However, empty crates or boxes, when properly marked and identified by the exhibitor, will be removed, stored and returned to the booth at no additional charge if the exhibitor uses the Official Material Handling Contractor to handle their freight in and out of the show. **'Empty'** stickers are available at the Hargrove Service Desk in the exhibit hall.
- **Demonstrations** - As a matter of safety and courtesy to others, exhibitors should conduct presentations and product demonstrations within the contracted exhibit space and not encroach on the aisles or neighboring exhibits. It is the responsibility of each exhibitor to arrange displays, product presentation, and demonstration areas to ensure compliance. Special caution should be taken when demonstrating machinery or equipment that has moving parts, cooking equipment with open flame, or any product that is otherwise potentially dangerous. Exhibitors should establish a minimum setback of three feet (3') and/or install hazard barriers as necessary to prevent accidental injury to spectators. Sound demonstrations should not exceed 85 decibels. Additionally, qualified personnel should only conduct demonstrations.
- **Direct Cash** sales from the show floor are NOT permitted.

The logo for the 2017 Surgical Society of America (SSA) Annual Cancer Symposium. It features the text "SS2017" in a large, bold, white font on a dark blue background. To the right of "SS2017", the words "ANNUAL CANCER SYMPOSIUM" are written in a smaller, white, sans-serif font. Below "SS2017", the dates "March 15-18" and the location "Seattle, WA" are written in a white, sans-serif font.

SS2017

ANNUAL
CANCER
SYMPOSIUM

March 15-18 Seattle, WA

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EXHIBIT HALL AND FACILITY REGULATIONS CONT'D

- **Electrical** - Every exhibit facility has different electrical requirements; however, minimum guidelines are suggested: All 110-volt wiring should be grounded three-wire. Wiring that touches the floor should be "SO" cord (minimum 14-gauge/three-wire) flat cord, which is insulated to qualify for "extra hard usage". Using zip cords, two-wire cords, latex cords, plastic cord, lamp cord, open clip sockets, and two-wire clamp-on fixtures are not recommended and are often prohibited. Cube taps are not recommended and often prohibited. Power strips (multi-plug connectors) should be UL approved with built-in over-load protectors.
- **End-Cap Draping** - Any portion of your exhibit with **visible** unfinished sides or backs exposed (i.e. metal grid behind pop-up displays) **MUST BE DRAPED OFF** by 3:00 pm on Wednesday, March 15, 2017. After this deadline, Exhibit Management reserves the right to drape off any unsightly areas at the Exhibitor's expense. You may contact Hargrove Inc. to arrange for end-cap draping or simply order it from them at show site. The sides and the back of the outside of your booth may not carry any signs or other copy that would detract from the adjoining exhibit.
- **Fire Regulations**
 - All draperies, backdrops, bunting and other booth decorations must be flameproof; exhibitors must have certificate of flame retardance compliance.
 - All paper and other flimsy materials used for decorative purposes, including flameproof paper are prohibited.
 - The use of liquid petroleum and gases is prohibited
 - Helium Balloons are prohibited.
 - All gasoline-powered vehicles used for indoor exhibits must contain less than 1/8 tank of fuel per vehicle, have locking gas caps or heavy duct tape (no paper tape) placed over the fuel spout, and have both battery leads disconnected and taped. Tanks cannot be refueled or emptied inside the Washington State Convention Center.
 - Flammable or combustible mixtures, waste, liquids and other hazardous materials are not permitted without approval of the Washington State Convention Center.
 - Combustible crates and packaging boxes **MUST** be removed after set-up period to the storage area.



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- **Food & Beverage** – Any Food or Beverage dispensed or given away at booths must be supplied and prepared by Aramark, the Washington State Convention Center's In-house Caterer. For more information, please call 206-694-5015.
- **Glitter/Stickers/Confetti** – are NOT permitted in the facility.
- **Hanging Signs** - and Graphics are only permitted in standard **Island Booths** and are not permitted in standard In-Line Booths or Peninsula Booths. Whether suspended from above or supported from below, they should comply with all ordinary use-of-space requirements; for example, the highest point of any sign should not exceed the maximum allowable height for the booth type. Hanging signs & graphics should be set back ten feet (10') from adjacent booths. **Hanging signs cannot exceed 20' to the top of the sign.**
- **Lighting** - Exhibitors should adhere to the following suggested minimum guidelines when determining booth lighting: No lighting, fixtures, lighting trusses or overhead lighting are allowed outside the boundaries of the exhibit space. Exhibitors intending to use hanging light systems should submit drawings to show management for approval. Lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or show aisles. Lighting, which is potentially harmful, such as lasers, or ultraviolet lighting should comply with facility rules and be approved in writing by exhibition management. Lighting that spins, rotates, pulsates and other specialized lighting effects should be in good taste and not interfere with neighboring exhibitors or otherwise detract from the general atmosphere of the event.
- **Parking** is not allowed in any of the loading dock areas. Any vehicle parked in an unauthorized area will be towed at the owner's expense.
- **Shipments of Exhibit Material** – please follow the shipping instruction outlines in the **OFFICIAL SERVICE CONTRACTOR** section. Be sure to ship all exhibit related materials to either the Advance Warehouse or the On-Site shipping address provided in the information to avoid misplaced or missing shipments.
- **Smoking** – is strictly prohibited in the exhibit hall.
- **Soliciting** outside of your exhibit space is prohibited.



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- **Sound/Music** - In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Rule of thumb: Sound and noise should not exceed 85 decibels. Exhibitors should be aware that music played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted compositions. ASCAP, BMI and SESAC are three authorized licensing organizations that collect copyright fees on behalf of composers and publishers of music.
- **Structural Integrity** - All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring exhibitors, hall laborers or installation/dismantling equipment such as forklifts. Displays should also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open. Refer to local building codes that regulate temporary structures. Exhibitors should ensure that any display fixtures such as tables, racks or shelves are designed and installed properly to support the product or marketing materials to be displayed upon them.
- **Tips & Gratuities** to union employees are strictly prohibited.
- **Towers** - A Tower is a freestanding exhibit component separate from the main exhibit fixture. The height restriction is the same as that which applies to the appropriate exhibit configuration being used. Towers in excess of eight feet (8') should have drawings available for inspection. Fire and safety regulations in many facilities strictly govern the use of towers. A building permit may be required.

Rules & Regulations

SOCIETY OF SURGICAL ONCOLOGY GENERAL RULES AND REGULATIONS

These rules and regulations are a bona fide part of the contract for exhibit space with the Society of Surgical Oncology (SSO) and SPARGO, Inc. (SPARGO) hereinafter referred to as Show Management. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well being of the Show. Each Exhibitor, for himself, his employees, and his contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct. Show Management reserves the right to refuse applications of any Exhibitor for any reason, as well as the right to curtail exhibits or parts of exhibits. Show Management's decision and interpretation shall be accepted as final in all cases.

PAYMENT OF SPACE

Deposit of 50% due May 3, 2016 for applications submitted prior to May 3, 2016. Applications submitted between May 3, 2016 - November 15, 2016, must be accompanied by a 50% deposit of the total booth cost. Full payment is due with applications submitted after November 15, 2016. (Payable in U.S. Funds and drawn on a U.S. Bank).

CANCELLATION AND REFUNDS

All cancellations of booth space must be received in writing by Show Management. If space is reduced, the net reduction of space will be treated as a cancellation of that space. If Show Management receives a written request for cancellation of space prior to May 3, 2016 the Exhibitor will incur a 0% cancellation penalty. Exhibitors submitting written requests for cancellation of space May 3, 2016 through November 15, 2016 will incur a 50% cancellation penalty and the Exhibitor will be eligible for a full refund minus 50% of the total booth cost. Any cancellations received in writing after November 15, 2016 will incur a 100% cancellation penalty and the exhibitor will be issued no refund of any monies received by SSO for said cancelled space. Failure to make payments does not release the contracted or financial obligation(s) of the exhibitor. It is expressly agreed by the Exhibitor that, upon failure to pay the space rental charge at the times specified, or failure to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the confirmed booth location shown or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the Exhibitor, as set forth in the previous sentence, the Exhibitor shall forfeit as liquidated damages the amount paid by him for his space reservation, regardless of whether or not Show Management enters into a further lease for the space involved. In case the exhibition shall not be held for any reason whatsoever, then and thereupon, the rental and lease of space to the Exhibitor shall be terminated. In such case the limit claim for damage and/or compensation by the Exhibitor shall be the return to the Exhibitor of the pro rata amount already paid for space for this specific event.

SPACE RENTAL AND ASSIGNMENT OF LOCATION

Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the Exhibitor. **SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXHIBITION.**

ALCOHOLIC BEVERAGES

Exhibitors may not serve alcoholic beverages in the exhibit hall except with the written permission of Show Management.

AMERICANS WITH DISABILITIES ACT

Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless Show Management and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

ARRANGEMENT OF EXHIBITS

Each Exhibitor is provided an Official Exhibitor Service Manual. The Exhibitor Service Manual describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Service Manual. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Service Manual guidelines, or the provisions set forth therein, such exhibit will be prohibited from functioning at any time during the exhibition. Exhibits not conforming may be dismantled or modified, at cost to the Exhibitor, at the sole judgment and discretion of Show Management. Booth decorations are to be professional, standard booth design. No gimmicks or

attention- getting decorations are permitted. Nothing may be taped, posted, nailed, screwed or otherwise attached to columns, walls, drape, floor or any interior or exterior surface of the center. Exhibits are not permitted to span an aisle by ceiling or floor covering. Signs, parts of exhibits, supplemental lighting or any other exhibit material suspended from or attached to the ceiling of the exhibit hall must be approved by Show Management. Exposed or unfinished sides and/or backs of exhibits and displays must be draped or finished so as to present an attractive appearance when viewed from aisles or adjoining exhibits. All exhibits will be inspected during set-up and, at the direction of the Show Management the decorator will install draping at the Exhibitor's expense to any part of the exhibit deemed objectionable by other Exhibitors or Show Management.

ATTORNEYS' FEES

Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement, or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

BOOTH REPRESENTATIVES

Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited. Exhibitor badges are not to be issued to registrants who should pay the registration fee or to representatives of leasing companies, financial institutions, suppliers, vendors or others who wish to gain admittance for the purpose of making contacts.

CONTESTS, DRAWINGS AND LOTTERIES

All unusual promotional activities must be approved in writing by Show Management no later than sixty

(60) days prior to the opening of the exhibition.

CONTROVERSIAL PROCEDURES

Diagnostic and therapeutic modalities advocated by Exhibitors should be in compliance with the standards of practice endorsed by the Executive Council of the Society of Surgical Oncology. Should a potential Exhibitor have a question in this regard, that Exhibitor should contact Show Management before the meeting opens.

COPYRIGHT LICENSING

Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless Show Management, and facility against cost, expense, or liability which may be incident to, arise out of or be caused by Exhibitor's failure to obtain requisite license.

DIRECT SALES

Only those products listed on the exhibit application may be exhibited. Additional products for display must have Show Management approval prior to the exhibition. Orders for merchandise may be taken for a delivery and payment date scheduled after the exhibition. Exhibitors may not accept cash, checks or credit cards on the exhibit floor. Exhibitors are responsible for collection of any and all taxes required by the state, county and city governments.

EXHIBITOR REPRESENTATIVES RESPONSIBILITY

Neither the conference/exhibition sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to exhibitor or to exhibitor's agents, employees, affiliated personnel,

officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the conference or exposition event. By signing this Agreement, exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless the conference/exhibition sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of exhibitor, exhibitor's agents, employees or representatives.

EXHIBITOR PLAN REVIEW

Booth construction plans and layout arrangements for first-time Exhibitors, exhibits in peninsula or island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exhibition.

EXHIBITS & PUBLIC POLICY

Each Exhibitor is charged with knowledge of all state, county, and city laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exhibition. Compliance with such laws is mandatory for all Exhibitors and the sole responsibility is that of the Exhibitor. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by the Exhibitor. The Exhibitor must, at his expense, maintain and keep in good order his exhibit and the space for which he has contracted. Show Management and service

contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual Exhibitor's space, materials and operation is concerned. Should an Exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them. Exhibitors must comply with city and state fire regulations. All booth decorations including carpeting must be flame proofed and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Electrical equipment and wiring must conform with National Electrical Code Safety Rules. If inspection indicates any Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at Exhibitor's expense. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the Exhibitor should communicate with Show Management for information concerning facilities or regulations. Cylinders containing oxygen, compressed air or other medical gas must be secured by strap, stand or cart in an upright position to prevent tip-over. X-ray equipment may be displayed but not operated. Combustible materials used in the exhibit hall must be flameproof in accordance with the City Fire Department Codes. Use or storage of flammable liquids, gasses or solids is strictly prohibited.

FDA REGULATIONS

Exhibitors shall comply with all applicable Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and preapproved

drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses.

FOOD PRODUCTS

Food products may not be distributed unless they are the products being promoted at the exhibit or they are used to demonstrate the company's product(s). Food products must be approved by the exhibit hall food and beverage department (special fees may apply) and Show Management. Food must be wrapped or in a container and not cause litter in the exhibit area. Exhibitors are responsible for keeping their booths litter free.

GIVEAWAYS

The American Medical Association has adopted guidelines governing gifts to physicians from industry. These guidelines have been endorsed by Show Management and other medical organizations and by the Pharmaceutical Manufacturers Association. Novelty gifts or souvenirs not manufactured by the exhibiting company must be submitted to Show Management for review. These premiums should be items that can be used during the meeting or in the professional activities of the attendee. The "Notification of Intent to Distribute Premium or Novelty Items" form will be included in your Exhibitor Service Manual and must be returned to Show Management for approval by February 9, 2016. Show Management may withhold or withdraw permission to distribute souvenirs, advertising, or other material it considers objectionable. Exhibitors may not distribute unofficial badges or company nameplates. No helium balloons may be used as booth decoration or inflated to distribute to visitors. All Exhibitors distributing approved "stick-ons" may not place the "stick-ons" on the attendees' badges.

INDEMNIFICATION

Exhibitor agrees that it will indemnify and hold and save

Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury may result from the gross negligence or willful misconduct of Show Management, as the case may be.

INSTALLATION AND REMOVAL

Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Any space not claimed and occupied by three (3) hours prior to the published Show opening time may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exhibition. If Exhibitor is late in

removing its exhibit, and causes Show Management to incur overtime or other costs, then Exhibitor will be responsible for those costs. Exhibits must be staffed during all Show hours and may not, to any extent, be dismantled before the Show closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

ISLAND BOOTHS

An island booth is exhibit space with aisles on all four sides. Full use of the space is permitted, but the design of the booth must allow for see-through visibility and accessibility from all four aisles. No drapery is provided for island booths. Island booth displays (including decorations) may not exceed 16' in height unless approved by Show Management. An Exhibitor whose booth is adjacent to island booths should expect the same reasonable sight line from the aisle as they would expect as if they were adjacent to an Exhibitor with a standard booth.

EXHIBITOR INSURANCE

The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name the SSO, SPARGO, Washington State Convention Center, and Freeman as an additional insured. During the term hereof, the exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for exhibitor. All property of the exhibitor is understood to

remain under its custody and control in transit to and from the confines of the hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to SPARGO or its agent or representative within three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

LITERATURE DISTRIBUTION

All demonstrations or other activities must be confined to the limits of the Exhibitor's booth. Distribution of circulars may be made only within the space assigned to the Exhibitor distributing such materials. No advertising circulars, catalogs, folders or devices shall be distributed by Exhibitors in the aisles, meeting rooms, registration areas, lounges or grounds of the host facility unless approved by Show Management. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited unless approved by Show Management. Distribution of Exhibitor materials is not permitted to attendee sleeping room doors, meeting rooms or anywhere else in the hotel and/or exhibit facility except in the specified booth space unless approved and coordinated by Show Management.

LIVE ANIMALS

Live animals are prohibited.

OPERATION OF EXHIBITS

Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exhibition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the exhibition as a whole. Use of so called "barkers" or "pitchmen" is

strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions. The use of celebrity spokespersons, magicians, fortune-tellers, dancers, mimes, puppet shows, other entertainment or special promotional activities is prohibited unless Exhibitor has written permission from Show Management.

OTHER REGULATIONS

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. **THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR 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. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**

PHOTOGRAPHY

An exhibit booth may not be photographed or videotaped without the permission of the legitimate occupants of that booth. This prohibition extends to the members of the medical or lay press. Show Management may take photographs and may freely use these in any media for Show Management purposes.

PROPERTY DAMAGE

None of Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion, or other insurable casualty, and Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. In the event that such occurrence results in cancellation of the exhibition, each party hereby releases the other from obligations under this contract. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

SIGNAGE

Signs for Show Management approved sponsored functions are permitted but limited to two (2) per hotel and must have prior written approval from Show Management. Signage for product or activity promotion is not permitted outside the space contracted unless specifically authorized by Show Management.

SOCIAL ACTIVITIES

Any social function or special event planned by an exhibiting company to take place during the meeting dates must be pre-approved by Show Management. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and exhibition activities, including exhibit hours, social functions, educational seminars and any other

related activity scheduled by Show Management. Social and hospitality functions should be handled on an invitation only basis. Host companies must make it clear to their guests that the event is not an official SSO function. Host companies agree to assume all liability, arising out of or in conjunction with such functions and agree to indemnify Show Management against any and all liability and claims and demands arising out of or in connection with the foregoing undertakings and responsibilities of the Exhibitor. Hospitality functions within the hotel may only be advertised via the hotel activities board and must be cleared through the hotel management. No lobby signs are permitted.

SOUND

Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent Exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

STANDARD BOOTHS

All linear booths are 100 sq ft (10' x 10') unless otherwise noted. Booths have a back wall drape that is 8' high, with sidewall drapes that are 36" high. Total height of exhibits (including decorations) may not exceed 8'3" in height. All display fixtures over 4' in height and placed within 10 lineal feet of an adjoining exhibit must be confined to that area of the Exhibitor's space that is at least 5' from the aisle line. No solid exhibit construction may exceed 42" in height, except in the rear one-half of the booth. The intent of the height and depth restrictions is that each Exhibitor is entitled to a reasonable sight

line from the aisle regardless of the size of exhibit.

STORAGE OF PACKING CRATES AND BOXES

Unattended freight in any display space as of one hour prior to Show opening will be removed and stored at the Exhibitor's sole risk and expense. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is the Exhibitor's responsibility to mark and identify his crates and boxes. Crates and boxes not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Because of the lack of storage facilities, it may be necessary to store empty crates, boxes and exhibit material outside the building. Every effort will be made to protect the crates from the elements, but none of Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged for at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the Exhibitor after the Show will be removed at the Exhibitor's expense. Exhibitors will be billed by the service contractor for removal time and materials at prevailing rates. Neither Show Management, the service contractor, nor the exhibit facility shall assume any liability whatsoever for loss or damage.

USE OF CERTAIN PROPERTY

Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the Exhibitor's space. Exhibitor shall indemnify, defend and hold harmless Show Management, the city and their officers, directors, members, agents, and employees from and against all claims, demands, suits,

liability, damages, losses, costs, attorneys' fees, and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

USE OF INDEPENDENT CONTRACTORS

Exhibitors who plan to use the services of anyone other than the official service contractor must notify the Show Management at least thirty (30) days in advance of show dates by completing the "Request for Use of Exhibitor-Appointed Contractor" form included in your Exhibitor Service Manual. This includes exhibit designers and builders, audiovisual and computer suppliers, florists, security firms, photographers, etc. Independent contractors must perform all services in a professional manner in accordance with the exhibition rules and regulations, not engage in solicitation of business on the exhibit floor for present or future conventions, the Exhibitor appointed contractor must have all licenses, permits or bonding required by the federal, state, county or municipal governments and the Convention Center or Hotel management prior to commencing work, and shall provide Show Management with evidence of compliance, provide an original Certificate of Insurance to Show Management two (2) weeks prior to the show dates. The insurance certificate must prove the policy will be in effect during the published installation and dismantling dates. Comprehensive general liability insurance against claims for bodily injury or death and property damage of not less than \$1,000,000 for each occurrence and an active worker's compensation insurance policy covering all permanent employees and temporary labor hired to perform work on this event are required, order decorator labor in advance, either with the official service contractor or directly from the union or from Exhibitor appointed contractor.

USE OF SPACE, SUBLETTING OF SPACE

No Exhibitor shall assign, sublet or share the space allotted with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the Exhibitor's display, parent or subsidiary companies excepted. Exhibitors must show only goods manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an Exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

WAIVER

Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of such rights in writing on one occasion shall not be construed as consent to or a waiver of any right or remedy on any future occasion.



RULES & REGULATIONS

As Adopted July 2010
PFD





PUBLIC FACILITIES DISTRICT

RULES AND REGULATIONS



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WASHINGTON STATE CONVENTION CENTER PUBLIC FACILITIES DISTRICT

RULES AND REGULATIONS

1. LEGAL AUTHORIZATION

Pursuant to Chapter 36.100 of the Revised Code of Washington (RCW), King County has authorized the formation of a Public Facilities District, the Washington State Convention Center Public Facilities District ("District"). This District shall be a municipal corporation of the state and has the power, and shall exercise that power, to build and operate a convention center in the city of Seattle.

The Governor shall appoint 3 members to the Board of Directors, the County Executive shall appoint 3 members and the Mayor of Seattle shall appoint 3 members to "do whatever is necessary and appropriate" to carry out the duties set out in RCW 36.100.

In accordance therewith the Board of Directors of the Washington State Convention Center Public Facilities District Corporation hereby establishes the following Rules and Regulations for the operation of the District's facilities.

These Rules and Regulations were adopted by resolution of the Board of Directors.

2. DEFINITIONS

Board of Directors: hereinafter referred to as the "Board", means the nine member empowered to operate the Washington State Convention Center Public Facilities District.

General Manager: means the President of the District who is appointed by the Board of Directors of the District to manage the facilities and serve as the District's Chief Operating Officer.

Washington State Convention Center: means all or any portion of the facility of the Washington State Convention Center ("Convention Center"), including the exhibition halls, ballrooms, meeting rooms, The Conference Center, public spaces, service corridors and related facilities, including the grounds and related parking lots, but does not include public streets and right of ways.

License Agreement: means the printed District license form and addenda thereto issued to any applicant by the President or the President's designee.

Licensor: means the Washington State Convention Center Public Facilities District, its directors, officers, agents and employees, acting through its President or the President's designee.

Licensee: means the person, firm or corporation utilizing the Convention Center facilities under written license from Licensor.

3. LICENSE AGREEMENT

- a) All requests for licensing of space at the Convention Center facility must be made through the sales department of the Washington State Convention Center.



- b) Prior to a License Agreement being issued, Licensee may be required to complete a rental application. After the rental application is received, reviewed and approved, a License Agreement outlining dates, space, rent, deposit, insurance, and other pertinent requirements will be issued. The License Agreement must be fully executed and returned within the specified time to secure the date(s) and the facilities.
- c) No person may use the Convention Center without first having obtained a written License Agreement. License Agreements for the use of the Convention Center shall be issued on authorized printed forms, affording notice of applicable Rules and Regulations. Licensee shall be required to submit any information necessary to determine facilities, arrangements, and any special services necessary to the staging and proper management of any event scheduled at the Convention Center. Any violation of these Rules and Regulations shall, within the discretion of the President or the President's designee, subject the violator to immediate expulsion from the Convention Center together with forfeiture of all sums at that time paid for the use of the Convention Center, as well as create an enforceable liability on the part of Licensee, in the courts, for payment of any unpaid and owed sums of money together with damages.

Verbal agreements for the use of the Convention Center are not binding upon Licensors.

Licensee's acceptance of an issued License Agreement for the use of the Convention Center shall constitute an offer to enter into a contract with Licensors on the terms set forth in the License Agreement; and shall constitute a contract upon acceptance by written approval by the General Manager or his designee.

Letters of Intent and similar instruments are not binding upon the Licensors, unless signed by the President or the President's designee or the Chairperson of the Board.

4. RENT AND FEES

- a) Rent

The rent for use of the Convention Center facilities shall be set out in the License Agreement. The rent consists of fees for using identified areas of the Convention Center. The rent includes one setup where indicated, four walls, general house lighting, normal clean up, heating and air conditioning during event hours. The rent does not include any special services or equipment not supplied by Licensors under the terms of the License Agreement.
- b) Payment Schedule

The rent and other specified fees shall be paid in advance of the occupancy by Licensee per the payment schedule set out in the License Agreement. If Licensee shall be in default in the performance of any term or condition of these Rules and Regulations, or of the License Agreement, Licensors shall have the right to retain all monies previously paid by Licensee or due under the terms of the License Agreement, and to seek any damages resulting from the default.
- c) Rate Guarantees
 - i) Facility use rates for conventions may be established and guaranteed to remain unchanged eighteen (18) months prior to the event with a contract issued twelve (12) months prior to the event.
 - ii) Facility use rates for tradeshow, commercial events, consumer shows and public events may be established up to eighteen (18) months prior and guaranteed to remain unchanged only after the License Agreement is executed. License Agreements will be issued no earlier than twelve (12) months prior to the event.



iii) All other events will pay the prevailing rate currently in place for the term of the event at the time of contract signing.

d) Negotiated Rates

When a prospective Licensee seeks rates other than those established, a written application containing justification for the rates sought must be filed with, and approved by, the President or the President's designee before any License Agreement can be issued.

e) Bond Requirement

The President or the President's designee may require any prospective Licensee seeking to use the Convention Center to furnish a satisfactory cash or security bond commensurate with all risks and expense involved, guaranteeing that said prospective Licensee will well and faithfully perform each and every term and condition of any License Agreement awarded, as well as abide by and observe all lawful Rules and Regulations for the use of the Convention Center.

f) Refunds

Deposits and rent payments are nonrefundable, except in such cases where Licensor is unable to deliver possession of the Convention Center facilities in accordance with the License Agreement. If deposits are not paid on or before the due date specified in the License Agreement, the License Agreement is subject to cancellation by Licensor without further notice.

g) Net Square Footage Calculation

Net square feet shall consist of the actual exhibit space used, less normal aisle and corridors which shall not exceed ten (10) feet in width, except by requirements of fire and safety codes. However, net square feet shall not be less than fifty (50) percent of the gross square footage of the exhibit hall(s) occupied by Licensee.

h) Event Space Provided

i) Conventions

Meeting rooms are provided at no charge and in such numbers as are approximately proportionate to one-half of the actual amount of exhibit space rented.

ii) Tradeshows, Commercial Events, Consumer Shows and Public Events

Meeting rooms are not provided at no charge for tradeshows, commercial events, consumer shows or public events.

Licensor, at its option, may grant the use of a limited number of meeting rooms to Licensee in conjunction with other rented space.

iii) Meetings, Banquets and Other Special Events

Meeting rooms are not provided at no charge for meetings, banquets and other special events. Licensor, at its option, may grant the use of a limited number of meeting rooms to Licensee in conjunction with other rented space.

Meeting rooms, when granted, will include one (1) theater style, conference style or school room style setup utilizing available inventory of tables, chairs, lecterns on a one (1) time setup per day basis. Changeovers and revised room setups will be charged at the prevailing rate.

Additional meeting rooms will be charged at the prevailing meeting room rates, as reflected on the appropriate rental rate schedule. Meeting rooms will be assigned in consideration of other tenants and commitments by the Licensor.



Meeting room space shall be used for purposes directly related to Licensee's event, and not assigned, sublet or resold to commercial firms or other organizations for hospitality rooms, demonstrations, sales meetings or other similar private events. Such commercial firms, or other organizers, will be required to make independent License Agreements for space with Licensor.

Rental rates for meeting rooms for commercial use are detailed on the commercial rate schedule. Show offices, as required by Licensee, will be provided proportionate to the paid exhibit space, and in consideration of other tenants and other commitments by Licensor.

Registration space will be provided to Licensee at no charge in a general lobby area of the Convention Center, and in consideration of other tenants. Registration equipment, telephones and electrical services are not included. Registration plans and space utilization must appear on exhibit floor plans for Licensor approval prior to sale by Licensee.

Exhibit booth configuration, size of booths, registration booths, information displays, cyber cafés, food and beverage space, lounges and service desks must be designated on all floor plans submitted by Licensee for approval by Licensor and Seattle Fire Marshal ("Fire Marshal") prior to occupancy of the Convention Center by Licensee.

5. DESIGNATION OF RATE CLASSIFICATION AND TIME

The classification of usage, indicated in the following definitions, shall be the determining point for allocation of a potential user into a rate class, for purposes of rate calculation.

a) Conventions

For purposes of rate designation, conventions groups shall be identified as international, national, regional or state organizations which, through their use of the Convention Center, will have a significant impact on hotel and motel rooms by utilizing a minimum of five hundred (500) hotel/motel rooms or more on a peak event day.

b) NonConventions

For purposes of rate designation, nonconvention groups shall be identified as any organizations, which through their use of the Convention Center do not generate at least five hundred (500) hotel/motel rooms or more on peak event days. These groups may include commercial events consumer shows, public events, tradeshow, meetings, seminars, banquets or special events.

The President or the President's designee may however:

- i) promote, solicit, develop and make reservations for any activity deemed to be in the interest of Licensor or is for the good of the community;
- ii) decline any request for any user on the basis of: credit references, financial ability, or whose conduct or program is not, or may not be, consistent with or beneficial to the interest of Licensor.

Unless otherwise provided, the period of occupancy for all Licenses shall be between the hours of 6:00 a.m. and 11:00 p.m. A fee equal to a full daily rent shall be charged to Licensee for use of the Convention Center beyond the time specified in the License Agreement. Any such overtime use must be with the prior approval of the President, or the President's designee.

6. MOVE-IN AND MOVE-OUT

Complimentary move-in and move-out time is computed on the basis of one (1) day per paid show day, up to a maximum of five (5) days, related to use of the exhibit halls and depending upon date availability and the complexity and requirements of each event. Additional move-in and move-out



time, subject to availability, may be provided at rates based on the per show day rate.

It is the responsibility of Licensee to coordinate the move-in and move-out of the event with Licensors' Event Manager.

Move-in and move-out hours are from 8:00 a.m. until 5:00 p.m. daily. Variations from these hours will be negotiated with Licensors and the cost of additional labor will be borne by Licensee.

Licensors will not accept freight shipments for Licensee or exhibitors prior to the licensed period. Licensee is responsible for consignment of freight shipments.

All labor requirements for move-in and move-out and set up of display areas shall be the responsibility of Licensee and subject to the conditions set out in Licensors' **Memorandum of Understanding**.

Licensors do not provide exhibit crate storage within the Convention Center. It is the responsibility of Licensee to make arrangements for off-site storage of all crates and packing material.

Energy conservation is a prime concern to Licensors and minimal light and comfortable conditioned air levels will be maintained during move-in and move-out periods. Move-in and move-out periods, rehearsals and similar pre-event activities may be assessed a utility charge for additional light and increased conditioned air requirements.

7. REGULATION OF USE

Licensee may not use the licensed area or permit any part of the Convention Center to be used for any purpose other than the event, and shall not permit its use:

- (a) for lodging;
- (b) in conflict with any law, ordinance, rule or regulation of any governmental authorities;
- (c) in any manner which would violate the provisions of insurance coverage on or related to Licensors, or increase the rate of such insurance;
- (d) in any manner which constitutes waste or nuisance; and
- (e) in any manner which causes or threatens to cause injury to Licensors or alteration to the Convention Center.

Licensees may not obstruct or interfere with the occupancy of other licensees in the Convention Center, or in any way injure or annoy them.

8. PUBLIC SAFETY

Licensee will familiarize themselves, their agents and employees with the safety procedures and regulations governing all parts of the Convention Center used by Licensee. Licensee shall instruct their agents and employees about the Convention Center's evacuation plan in the event of fire or other disaster, and formulate a specific plan to evacuate any disabled persons among them.

Licensee must, at all times, conduct its activities with full regard for public safety and observe and abide by all applicable regulations and requests of Licensors or duly authorized governmental agencies responsible for public safety. Licensee is responsible for the character, acts and conduct of all persons admitted to the premises or any portion of a licensed area. Licensee agrees to have on hand, at all times, sufficient security and medical personnel to maintain order and protect all persons and property.



- a) For commercial events, consumer shows, events that are open to the public or for events with attendance in excess of one thousand (1,000) attendees, or for events where alcohol is served and consumed, Licensee shall provide licensed emergency medical technician (EMT) staffing on site at all times that the facility is open for the event. Licensor reserves the right to set the final staffing levels and hours required by the event. Licensor's exclusive EMT contractor shall provide EMT services during the event. Costs will be borne by Licensee in accordance with the Terms of the License Agreement.
- b) For commercial events, consumer shows, events open to the public, or when deemed necessary by the nature of the event, Licensor reserves the right to require Seattle Police Department (SPD) officers on site at all times the facility is open. Costs will be borne by the Licensee in accordance to the Terms of the License Agreement.

Licensor reserves the right to eject, or cause to be ejected, from the licensed area, any person or persons whose behavior is disruptive to Licensor's business, including but not limited to the conduct of any licensed event. Neither Licensor nor any of its officers, agents or employees shall be liable to Licensee for any damage that may be sustained by the exercise of Licensor's right.

Licensee shall not admit to the licensed area a larger number of persons than can safely and freely move about in the licensed area, as approved by the Fire Marshal; and the decision of Licensor in this respect shall be final.

No portion of the sidewalks, ramps, entrances and exits, corridors, passageways, vestibules, halls, lobbies, stairways, escalators, elevators, aisles, driveways, or access to public utilities of the Convention Center shall be obstructed or used for any other purpose than ingress and egress. Access to fire detection and suppression systems, HVAC vents and house lighting fixtures and controls shall not be covered or obstructed. Fire fighting and emergency equipment shall not be hidden or obstructed, including fire extinguishers, fire hose cabinets and fire alarm pull stations.

9. FIRE REGULATIONS

Fire regulations prohibit the storage of combustible materials behind the back curtains of booths, and in the service space between back-to-back booths. Written authorization by first Licensor and then the Seattle Fire Marshal shall be required for the following:

- a) display and operation of any heater, barbecue, heatproducing or open flame devices, candles, lanterns, torches, welding equipment or other smoke emitting materials as part of an exhibit;
- b) display and operation of any electrical, mechanical, or chemical devices which may be deemed hazardous by the Seattle Fire Marshal;
- c) all toxic and hazardous material, including flammable liquids, compressed gas or dangerous chemicals; and
- d) fireworks, fire performances or live acts or other pyrotechnics to be set off in or near the Convention Center.

Exhibitors, service contractors and all event personnel must comply with all federal, state and local fire codes which apply to places of public assembly.

All decorations, carpeting drapes, signs, banners, plastic displays, or other combustible items must be inherently flame resistant or treated with a flame proofing substance when within 18 inches of ignition sources; such as light fixtures, heaters, electrical outlets, electrical connections, or other flame-



producing devices. Verification of flame proofing in accordance with NFPA 701 or State of California Fire Marshal must be left in the booth for the duration of the show for SFD inspection.

- Acceptable verification of flame resistance include:
 - A tag or label affixed to the item by the manufacturer indicating it meets standards.
 - Valid Certificate of Flame Resistance from a third party or manufacturer of the item.
- Evidence of selftreatment of items by aerosol spray or other means is not acceptable.
- Items which are not accompanied by a verification of flame proofing must be removed prior to the show opening.
- Oilcloth, tarpaper, sisal paper, nylon, Orlon and certain synthetic materials, which cannot be made flame resistant, are prohibited.

10. ANIMALS

Except for seeing eye dogs or other service animals accompanying a disabled person, no live animal, reptile, fish or bird is allowed in the Convention Center, unless proper precautions have been made to control and restrain such animal, reptile, fish or bird, and for which written permission has been provided by Licensor.

11. APPROVAL OF FLOOR PLANS

Licensee shall provide the Licensor with a to scale floor plan prior to sale or assignment of booth space and no later than thirty (30) days before Licensee publishes or distributes any material containing such information. Such floor plans shall indicate all spaces to be used for exhibits, registration, demonstration areas and stages and are subject to prior approval by Licensor and the Seattle Fire Marshal. The floor plan provided shall be a .pdf electronic copy and set forth all information pertinent to operating policies for the exposition. The Licensor hereby reserves the right, by written notice to Licensee within ten (10) days of receipt of the floor plan, to require Licensee to make such changes, deletions and additions in the floor plan and the operation policies described therein as Licensor and Seattle Fire Marshal may deem reasonably necessary or desirable to the safe and efficient operation of the Convention Center. Any final plan, if different from the plan originally submitted, shall be resubmitted not less than thirty (30) days prior to the event. Deviation from approved floor plans onsite may result in penalties or be subject to removal.

12. VEHICLES

Gasoline powered vehicles may be displayed provided they are in full working order and with a maximum of one quarter tank [no more than five (5) gallons] of gas remaining in the tank. A locking gas cap must be installed or the tank must be adequately sealed in some other appropriate manner. All battery cables must be disconnected and taped to avoid potential sparks. Fuel is to be dispensed or removed with appropriate safety equipment. Liquid petroleum tanks, empty or full, are not to be stored in the building.

All electrical equipment must be UL approved and gasoline engines must be AGA approved. Installation of all such equipment is to be under the supervision of Licensor.

13. MOTORIZED EQUIPMENT

Licensee shall not, without prior written approval of Licensor, put up or operate any engine, or motor, or machinery on the premises, or in the Convention Center using oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes, using any agent other than electricity for illumination, or otherwise bring combustible, explosive, or other dangerous or hazardous materials into the Convention Center.



14. SECURITY

Licensors maintain life safety equipment and twentyfour (24) hour security for the Convention Center perimeter and internal areas. Licensee is responsible for complete security within exhibit areas, meeting rooms, and other licensed areas. Licensors will have final approval of security requirements for all events conducted within the Convention Center. All security or other protective service desired by Licensee must be provided at their sole cost and expense. Armed security services may only be provided by sworn officers of the law, with advanced approval of Licensors.

15. SUPPLY OF KEYS TO THE CONVENTION CENTER

Licensors shall have available to it at all times total and complete access to all portions of the Convention Center including, but not limited to, the licensed areas. Licensors reserves to itself the sole right to rekey any door in the Convention Center. Licensee may request rooms to be rekeyed by Licensors and shall pay for this service. In the event Licensors determines it to be necessary to remove any locks, which have been installed by Licensee, Licensors may order such removal, the cost of which shall be borne by Licensee.

16. COMMON AREAS

The Galleria, park areas, plaza, lobbies, all facility entrances and exits are considered common areas and generally not under Licensee control. All activities utilizing common areas are subject to prior written approval of Licensors' fire regulations, and must take into consideration the requirements of all licensees using the Convention Center. Detailed floor plans with specifications are to be submitted to Licensors for prior written approval for all use of common areas.

17. HOUSEKEEPING

Licensors' personnel will maintain all public access areas, which include lobbies, hallways, rest rooms, meeting rooms (except when utilized as exhibit area), and Licensees offices. These services are included in the rent and are provided at no extra cost to Licensee.

All janitorial and cleaning service (except as described in the paragraph above) beginning with the opening day of move-in, during show days, and through the final day of moveout shall be the responsibility of Licensee.

Licensee shall be responsible for arranging removal of bulk trash, crates, pallets, packing material and any other excessive trash. Licensee is responsible for any unusual amount of dirt, debris, oil or grease. Requests for special housekeeping services will be provided at an additional fee to Licensee.

Licensee is responsible to instruct decorators, contractors and subcontractors to clean up after themselves and maintain a safe working environment.

Exhibitors with displays having damp garbage or similar debris are required to place this refuse in disposable containers. These containers are the responsibility of the exhibitor or Licensee.

Each meeting room will be provided with one (1) overnight cleaning per event day at no extra cost to Licensee.

18. SERVICE COMPANIES

Licensee shall submit to Licensors, in writing, thirty (30) days in advance of the first move-in date a list of service companies providing a service to the exhibitors. Licensee shall be responsible for said companies to be properly licensed and insured prior to entering the Convention Center. Service companies shall provide a copy of their business license and certificate of liability insurance in the amount of one million (\$1,000,000) dollars to Licensors at least ten (10) days in advance of Licensee's move-in date.



19. TICKET AND ACCOUNT CONTROL FOR CONSUMER SHOWS AND PUBLIC EVENTS

The President or the President's designee shall have the right in connection with the use of the Convention Center to prescribe the form of tickets, account records and reports used by Licensee in selling tickets to events staged at the Convention Center. The President or the President's designee also shall have the right to audit all such records. Licensor shall not provide staff services related to either offsite or onsite ticket sales. Licensee shall in all cases make provisions for the sale of such tickets through contract or otherwise, and shall assure and conform to the accepted and legal and businesslike standards when selling such tickets. Licensee shall provide at their sole expense, adequate and qualified Box Office Management Personnel, as well as sales staff to provide such services.

Licensee is responsible to meet all city and state requirements for the sale of tickets including obtaining all necessary permits and payment of all taxes and fees. All tickets sold for Convention Center staged Events shall be ordered from a bonded and recognized ticket printing company and shall be accompanied by a ticket printer's manifest, or shall be programmed into an approved computer system.

Public shows and consumer exhibitions selling tickets onsite at the Convention Center maybe required to use Licensor's ticket office on Convention Place (located on Level 1). Ticket sales on Level 1 allow for an effective and safe crowd management plan by controlling the queuing of guests at the entry to the facility on Convention Place. The ticket office has six (6) windows and equipped with speakers, electrical power, heat and lights. There will be a onetime use fee to be established by Licensor.

20. PERMITS, LICENSES AND TAXES

Licensee shall be required to comply with, and acquire any and all applicable federal, state and/or municipal permits or licenses for doing business within the State of Washington and the municipality of Seattle.

Licensee shall pay all taxes of whatever nature becoming due by reason of its use of Convention Center facilities, and shall indemnify Licensor against all liability for any such taxes.

21. CAPACITIES

Occupancy will not be permitted inside any Convention Center facility in excess of the established room capacity as established by the Seattle Fire Marshal.

22. ADVERTISING

All advertising for events at which an admission is charged must state the total admission price including relevant admission tax. Licensee shall not advertise any event unless, and until, a License Agreement has been fully executed.

23. CARPET TAPE

Licensee and Licensee's service contractors are responsible for the removal of tape residue marks on the exhibit hall floor and/or on any Convention Center equipment. Licensor recommends the use of residue resistant tape. No chalk shall be used on Convention Center carpet. Removal and damage costs incurred by Licensor from the use of non-recommended tape will be charged to Licensee.

24. ALTERATION OF PREMISES, DEFACEMENT OF PROPERTY, DAMAGES

Each Licensee shall accept the premises in the condition they find them and shall return the premises in the same condition at the conclusion of the period of the License Agreement. No alterations or changes shall be made without the prior approval of the President or the President's designee.



Alterations included in this policy include, but are not limited to, movement of interior plants, movement of equipment, or relocation of furnishings.

Licensee or their representative shall, with a representative of the Licensors inspect, prior to occupancy, those areas of the Convention Center to be used and equipment to be utilized, to ensure that they are in proper condition for the uses contemplated by Licensee. At the conclusion of the event, Licensee, or their representative shall, with a representative of Licensors, inspect the Convention Center to determine damages, if any, resulting from Licensee's event. Licensors shall notify Licensee within a reasonable time period the extent of and cost to repair the damages, the cost of which shall be borne by Licensee.

Licensee shall not permit anything that will tend to injure, mar or in any manner deface the Convention Center and will not drive, or install, or permit to be driven or installed any nails, hooks, tacks, or screws into any part of the Convention Center, and will not make or allow to be made any alterations of any kind to the building or equipment of the Convention Center.

Any type of damage to any Convention Center property or equipment is to be reported immediately to Licensors's security control office.

25. SIGNS AND POSTERS

Licensee shall not post or exhibit, or allow to be posted or exhibited any signs, advertisements, show bills, posters or cards of any description on any part of the Convention Center, unless relating to the event and with the permission of Licensors.

26. NO SMOKING

The Convention Center is a nonsmoking building. Licensors has designated smoking areas outside the Convention Center.

27. OUTSIDE EXHIBITS

Under no circumstances shall Licensee place exhibits outside of any Convention Center facility or in any parking area, unless the area has been contracted for as an exhibit space.

28. GRATUITIES

Licensors's policy and state law strictly prohibit any of Licensors's employees from accepting any gifts, gratuities, loans, favors or any other items of monetary value from parties doing business with Licensors. Licensee and their exhibitors should be aware of this policy and refrain from any such activities.

29. COPYRIGHT FEES

No copyrighted material shall be presented in any manner in connection with the use of the Convention Center unless arrangements for all royalties and fees for such presentation shall first have been made with satisfactory evidence of such arrangements presented to the President or the President's designee prior to such a program.

30. BROADCAST/TELECAST

The application for a License Agreement shall state if the applicant intends to broadcast by radio, televise or record by any means the event or any portion of the event. No such broadcast, telecast or recording is authorized without the prior written approval of the President or the President's designee. Licensors reserves the right to a negotiated percentage of any revenue derived from such broadcast, telecast or recording. Licensee shall pay in advance all expenses of any such broadcast, telecast or recording when such activity is approved by the President or the President's designee.





31. BALLOONS

Helium balloons may not be given out in the Convention Center. Helium balloons for decorative purposes are subject to prior written approval of Licensor. Removal of any balloons after the event will be charged to Licensee at the prevailing rate established in the applicable fee schedule.

32. VACATION OF LICENSED SPACE

In the event that the licensed space is not vacated by Licensee at the end of the period set forth in the License Agreement, Licensor shall move, at the expense of Licensee, any and all goods, wares, merchandise and property of any and all kinds of description.

Licensor has the sole right to collect and have custody of articles left in the building by persons attending any event, exhibit or entertainment given or held in the Convention Center.

33. NONEXCLUSIVE

Licensor retains the right to use and/or license use of such portions of the Convention Center as are not licensed by the License Agreement. Licensor also retains the right to reenter all or any part of the licensed space that should become vacant or unused and to determine that such vacant or unused space may be offered for other use, with receipts therefrom going to Licensor with an appropriate adjustment to Licensee for its rent of such space.

34. RESIDUAL MATTERS

All matters, rules, regulations or deviations there from not expressly provided for herein shall be decided upon by the President or the President's designee.

35. AMENDMENT TO RULES AND REGULATIONS

These rules and regulations may be amended by resolution passed by a majority vote of the Board, after notice that such amendment will be considered.

• END •



Washington State Convention Center Public Facility District

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