

# AGC OF CALIFORNIA 2019 – EXHIBITING RULES AND REGULATIONS

*For the purpose of this document, clauses will be listed in alphabetic order. This order does not reflect order of importance or relevance as it pertains to the event. The Associated General Contractors of California will be referred to in this document as "Management" or "AGCC".*

**CANCELLATION OF EXHIBIT SPACE** –In the event of cancellation of exhibit space by an exhibitor after the Exhibit Space Contract is signed and accepted, a refund shall be made at the sole discretion of Management. Since exhibitor marketing begins as soon as each exhibitor is confirmed, all exhibitors are non-refundable except within the first 48 hours of confirming your expo booth. Cancellations must be received in writing. The full balance is due if cancelled after 48 hours of confirming your sponsorship. Balances due must be paid upon cancellation date, paid to AGC of CA.

**CHARACTER OF EXHIBIT/LIGHTS/AMPLIFIERS/MODELS** –Management reserves the right to reject any exhibit or portion thereof which it considers inappropriate. Lights, amplifying equipment projecting sound beyond an exhibitor's own space is prohibited. Any use of Exhibit personnel must be handled with utmost decorum in every respect.

**COMMUNICATION CONSENT** –By applying to exhibit in the AGCC event, all organizations also consent to receive communications sent by or on behalf of AGCC, its related entities, and all partners and contractors related to the event. Exhibiting organizations consent to receive communications of all types and via all methods, including facsimile (at any and all phone numbers), regular mail (at any and all addresses), express delivery services (at any and all addresses), telephone (at any and all phone numbers), and email (at any and all email addresses). Regarding above described communications, exhibiting organizations waive any right or claim made under the Federal Communications Commission (FCC) Federal Telephone Consumer Protection Act, or any other statute. This consent covers a period of twenty-four (24) months from date of application contract submission.

**CONFLICTING MEETINGS & SOCIAL EVENTS**—In the interest of the success of the entire convention and exhibition, the Exhibitor agrees not to extend invitations, call meetings or otherwise encourage absence of members or Exhibitors from the convention or exhibit hall during the official hours of the conference, which will be supplied and shall be binding upon the Exhibitor as though fully set forth herein.

**EVENT REGISTRATION** –Each exhibiting company will be provided one (1) complimentary conference registration per one exhibit space rented, and then additional registrations as listed based on amount of paid exhibit space. Sponsorship packages may entitle a company to additional registrations.

**EXCLUSION** –AGCC shall have the right to exclude or to require modification of any display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the Exhibit. AGCC also has the sole authority to accept or reject applicants for exhibit space. Exhibits will be confined to services, products, equipment, etc., related to the construction industry.

**EXHIBIT AREA** –The following specific regulations apply: 1) Exhibitors are responsible for obtaining and complying with the regulations set forth by the Fire Marshall, any other controlling government authority and the policies of the facility and municipality, and in particular with respect to motorized vehicles, exhibit and decorating materials, and storage of empty shipping containers; 2) no flammable materials or explosives will be allowed in the Exhibit area; and 3) any hydraulic or electrically operated equipment must be lowered to ground unless it is supported by mechanical safety devices designed to prevent the equipment from dropping or falling. Nothing shall be posted, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the venue or exhibit area without the permission of AGCC and the proper building authority. Packing, unpacking and assembly of exhibits shall be done in designated areas and in conformity with directions of AGCC, the venue manager or their assistants. The Exhibitor must, at the Exhibitor's expense, maintain and keep in good order the exhibit and the space for which the Exhibitor has contracted.

**EVENT/EXPO LOCATION AND DATES** – Hyatt Regency Huntington Beach in Huntington Beach, California. Show venue, facility, dates and/or hours are subject to change at the discretion of the show management. Exhibitors will be notified of any change well in advance. Initial Schedule will be posted online. Please check back regularly for schedule changes.

Dates and Expo Hours: Friday, October 11, 2019, Expo open 8:00 AM – 8:00 PM (set up: 6-8 AM / break down: 8-10 PM) Dates and times are subject to change.

**FAILURE TO OBSERVE RULES** –Any failure to comply with these rules shall, at the sole discretion of Management, is cause for closing the offending exhibitor's display, as a result of which exhibitor expressly agrees to hold Management harmless. Prepayment for such will not be refunded and Exhibitor will be held responsible for any outstanding balances.

**FAILURE TO OCCUPY SPACE** –Space not occupied by one hour prior to the opening of the show on the show's first day, may be forfeited by the exhibitor and this space may be resold, reassigned or used by Management without refund, unless prior approval for late occupancy is obtained in writing from the Management. If the exhibit is on hand, the Management reserves the right to assign labor to set up any display that is not in the process of being erected by one hour prior to the opening of the show, and to instruct that the exhibitor be billed for all charges thus incurred.

**FLOOR PLAN** –All dimensions and locations shown on the official floor plan to be supplied are believed, but not warranted, to be accurate. AGCC reserves the right to make such modifications as may be necessary to meet the needs of the AGCC, the Exhibitors and the exhibit program.

**HANDLING AND STORAGE** –AGCC and the owners or managers of the facility where the Exhibit will be held shall not except or store display materials or empty crates. Such arrangements may be made through the Official Drayer if desired, and exhibitor shall in any event provide the Official Drayer with copies of all bills of lading. All shipments and deliveries to the Exhibit shall be prepaid. Exhibitor shall not incur any obligation to the Official Drayer merely by reason of providing copies of any bill of lading.

**INABILITY TO HOLD EXHIBIT** –In the event that Management should be unable to hold the AGCC event due to any physical disaster, labor strike, or any other occurrence, exhibitors expressly absolve Management of any liability for losses resulting from such occurrence. In such event, exhibitors will be refunded their space rental payments to the extent that Management can do so after covering its expenses.

**INDEPENDENT SERVICE CONTRACTORS** –An independent service contractor is any company other than the designated official that provides services such as display installation and dismantling, models, florists, photographers, audio-visual firms, etc. and need access to tour exhibit any time during installation, Show dates or dismantling. Employees of independent service contractors must wear a work pass during the installation/dismantling periods and during Show hours. The exhibitor must request in writing from Management an authorization to use an independent contractor. This request must contain the following information: the company name and primary contact, address and phone number of the contractor to be used and the services it is to perform. Also the exhibitor must inform whether this contractor is authorized to order Show services on the exhibitor's behalf. Notice from the independent contractor to Management with copies of written authorization from the exhibitor to perform services if applicable will be acceptable.

**INSTALLATION AND DISMANTLING OF EXHIBITS** –All exhibits must be erected or completely arranged by or before one hour prior to the opening of the event. A tentative installation schedule will be included online on the Exhibitor Service Center. Exhibitors will receive a specific installation schedule thirty (30) days in advance of their assigned move-in date. This installation schedule must be adhered to in order to achieve maximum effective scheduling. Failure of any exhibitor to comply with the installation date assigned to them will result in their being charged for any additional resulting expense. Goods received after the opening of the Exhibit must be delivered to the booth and put in place at times other than the official Exhibit hours. Goods and materials used in any exhibit shall not be removed from the exhibit area until the Show officially closes. Any exceptions to this rule must have the written approval of Management. Show Management shall have the authority to order labor to dismantle any exhibit that is not dismantled or in the process of being dismantled by the date and time to be provided by Show Management at a later date. The dismantle date and time are subject change by Show Management, but will be made known to exhibitors in the Exhibitor Service Center. The expense incurred for dismantling the display and shipping it will remain the responsibility of the exhibitor. Management shall have the authority to change carriers designated by exhibitors, if such carriers do not pick up according to schedule. In the event such action is necessary, it is agreed that no liability of any nature shall attach to Management. If it becomes necessary to haul materials to car loading companies, charges for such hauling shall be paid by the exhibitors concerned and Management shall be relieved of all responsibility in connection with such movement. Management without liability for damage or loss, shall have the right to dismantle, dispose of, store and clear from the premises any display materials, goods, property or merchandise of any exhibitor who has failed to comply with the above requirements. Management may order such removal and storage at the sole expense of the exhibitor.

**INSURANCE AND INDEMNITY** –Exhibitors are required to insure themselves against any and all claims resulting from their exhibit. Exhibitors, their agents, and employees waive all claims against AGCC and the facility and municipality, for property damage and personal injury. Exhibitors, their agents and employees agree to hold harmless and indemnify AGCC and the facility, for any and all claims, suits, or liabilities resulting from any claims, demands, actions, penalties, judgments and liabilities of any kind (including attorney fees) resulting from their exhibits and/or the exhibitor's activities or breach of this agreement. Certificate evidencing Comprehensive General Liability Coverage must be on hand at event and available to give to Management in the event that it is needed due to any unplanned situation that may arise.

**LOTTERIES, CONTESTS, CONCESSIONS AND GIVE-A-WAYS** –AGCC has final approval for any or all lotteries, contests or give-a-ways at the event. Cash prizes of any amount are prohibited. These activities and prizes must be within the limits of good taste and are subject to the control and decision of Management. Concessions, Give-A-Ways and other exhibit floor activities that directly conflict with sponsorship packages will not be allowed. Exhibitors should inform Management of these activities before the Show in order to avoid the possibility of the activities being stopped by Management.

**MANAGEMENT** –AGC of California, or AGCC, acting through its officers, directors, agents or employees authorized to act for it is the Management of the Exhibit.

**MUSIC AND COPYRIGHTED MATERIALS** –The exhibitor shall be responsible for securing any and all necessary licenses or consents for any performances, displays or other use of copyrighted works, patented inventions, or other intellectual property in connection with this Exhibit or any hospitality function that may be held in conjunction with this Exhibit. Further, an exhibitor may not use or prevent live, recorded or broadcast music at the AGCC event, unless the exhibitor notifies the Show Management of its intent to do so, and the exhibitor has secured all necessary licenses or consents for musical presentation and provide the Show Management with copies of all licenses and consents.

**OUTSIDE FOOD & BEVERAGE** –Due to the hotel/event venue's policy and California state law, no food and/or beverage from an outside source may be brought into the expo hall or anywhere on the hotel property. All arrangements for the servicing of food and/or beverage (alcoholic or non-alcoholic) anywhere on the hotel property must be made through AGCC and the hotel.

**PAYMENT** –Contracted exhibitors must pay in full upon registering for their space. Exhibitors may be invoiced only if the exhibitor company is an AGCC member. Invoices will be sent within 72 hours of Exhibitor registering. Final Balance is due 30 days after receiving invoice. Credit card payments are not accepted for amounts over \$10,000. Refunds will be made at AGCC's sole discretion, and refunds will adhere to the Cancellation Policy unless approved by AGCC; no refunds of any kind will be made after the 48 hour cancellation window, as stated in Cancellation Policy.

**SAFETY DEVICES** –The exhibitor agrees to accept full responsibility for compliance with federal, state, or local safety, fire and other regulations and to provide and maintain adequate safety devices.

**SALES OF GOODS OR SERVICES** –AGCC has final approval for any sales of goods or services provided by the Exhibitor. Exhibitors should inform Management of these activities before the event in order to avoid the possibility of the sales being stopped by Management.

**SPACE ASSIGNMENTS** –AGCC shall use its best efforts to locate the table/booth/exhibit space in one of the preferred locations designated by exhibitor. AGCC will attempt to provide physical separation of the booth from the booths of those competitors, but this separation is not guaranteed. Notwithstanding the above, AGCC reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary. In the event of hall or venue changes, AGCC will make a good faith effort to assign the exhibitor to a similar space as was previously assigned, or to the best space available.

**SUB-LEASING OF SPACE** –Exhibitor agrees not to reassign, grant, or license the use of space, or any part thereof allotted to him. This rule means that exhibitors are not permitted to exhibit separately in their space any equipment or components built by non-exhibiting manufacturers without written consent of Management. Exhibitors shall not sublet any part of their spaces without the written permission of Management.

**WATCHMEN AND SECURITY** –Every reasonable precaution will be taken to protect property during the installation, show days and removal period. However, neither Management, service contractors, nor the facility, are responsible for the safety of the property of exhibitors by theft, damage by fire, accidents, vandalism or other causes.

**WORKER'S IDENTIFICATION** –Exhibitor floor personnel must obtain a work pass in order to enter the Exhibit space area during the installation and dismantling of the Show. All designated official Show service contractors for the AGCC event will be required to have their personnel identified with badges that are acceptable to Management or work passes that are issued by Management during the installation, operation and dismantling of the Show. The badge or work pass must be worn at all times by the employee. Work passes are valid only during installation and dismantling of the Show. Your cooperation is requested in making certain that all people working in your space are identified.

**SPONSORSHIP** –Exhibitor may elect to sponsor an event or item associated with the AGCC Annual Conference. Please see sponsorship details and terms in separate sponsor document and/or agreement form. Sponsorship Payment: terms and cancellation policy are the same as outlined for exhibiting companies. AGCC reserves the right to assign at its discretion, exclusivity of, or affiliation with specific sponsorship items or events. Some items or events may have multiple sponsors. Show Management may in its sole discretion rotate different sponsoring companies annually, provided that sponsorship contracts are finalized early in the sales cycle.