

These UCAOA Policies and Procedures for Exhibitors are provided for the benefit of all exhibitors participating in our educational event exhibit halls.

GENERAL: UCAOA reserves the right to enforce these policies and procedures, as well as to make final decisions on all points covered or not covered herein. UCAOA reserves the right to decline or remove any exhibit that, in its judgment, is not suitable for or in keeping with the character of the convention or that is in violation of these rules. At its discretion, UCAOA may accept or reject any application for space.

The UCAOA relationship with exhibitors and their representatives is that of an independent contractor. The association assumes no liability for any act of omission or commission by exhibitors or by their representatives. Exhibitors and their representatives hereby release and, in addition, agree to hold harmless UCAOA representatives from any and all costs and expenses (including but not limited to attorney's fees) and from any and all liabilities for loss or damage ensuing from any cause whatsoever.

EXHIBITOR LIABILITY: All parties involved in the exhibit, including specifically, but without limiting the generality thereof, the exhibit hall, the owner, the leasing association, the sponsor, and the individual exhibitor, separately agree to assume full responsibility for, and shall pay any and all claims arising out of their own negligence, or that of their respective employees or agents.

Each party agrees to be solely responsible for its own property, through insurance or self-insurance, and shall hold harmless each other from any damage caused by theft, or resulting from other perils. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and save the association, the association's representatives, and the facility and its employees and agents harmless against all claims, losses, and damages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof. This is exclusive of any liability caused by the sole negligence of the association, facility, and their respective employees and agents.

Exhibitor is responsible for knowing all city, state, and county laws, ordinances and regulations pertaining to health, fire prevention, and public safety while participating in UCAOA events. Compliance with such laws is mandatory for Exhibitor and the sole responsibility of the Exhibitor. Exhibitor acknowledges that the association and the facility do not maintain insurance covering exhibitor's property and that exhibitor is encouraged to obtain business-interruption and property-damage insurance covering such losses by exhibitor since all such losses are the sole responsibility of exhibitor. The association does not guarantee and expressly disclaims any and all liability for any and all loss or damage of any kind to exhibitors and/or to exhibitors' agents and employees. Any and all damage, losses, expenses, and/or costs resulting (including, but not limited to attorney's fees) from failure to observe this rule shall be payable by exhibitor. Exhibitor is responsible for knowing and abiding by the local Fire Marshall regulations.

EXHIBITOR ADVISORY COMMITTEE: The committee may recommend to UCAOA leadership that a specific exhibit installation be forbidden or request removal or discontinuance of any exhibition or promotion, wholly or in part, that in its sole and absolute discretion is not in keeping with the character and purposes of the association.

NEW EXHIBITOR HOUSING POLICY: UCAOA exhibiting companies are required to have at least 1 booth staff, per 10' x 10' booth stay at the Paris, Las Vegas Hotel in the UCAOA room block. Companies who do not meet this minimum requirement will be assessed a \$350 fee post-conference. (Example, if you have a 20' x 20' booth, with 8 complimentary badges, 4 of them must stay in individual rooms, at the Paris Las Vegas Hotel).

EXHIBITOR GUIDELINES: UCAOA provides these Exhibitor Policies and Procedures, revised and adapted to meet the specifications of this event, intending to maintain a peaceful and productive environment for all exhibitors. By registering for exhibit space, the company agrees to adhere to all conditions and regulations outlined in this document and are a part of all space contracts. The following policies and procedures have been designed for the benefit of all exhibitors and attendees. UCAOA requires the full cooperation of exhibitors in their observance. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the sole and absolute discretion of **UCAOA** conduct themselves improperly may be dismissed without refund or appeal for redress.

EXHIBITING PROCEDURES: Advertising, canvassing, soliciting of business, conventions in the interest of business, etc., are not permitted except by firms that have engaged from the association space to exhibit and then **only in the space assigned** (or within the confines of all UCAOA approved satellite event space). Exhibitors or their representatives who fail to observe these conditions, **solely in the opinion of UCAOA**, may be dismissed without refund or appeal for redress.

Selling during educational sessions for which CME is provided is prohibited. Selling during other convention sessions must be approved by UCAOA. Selling includes attempts to sell, promote, or attract buyers for Exhibitor services, property, or goods either verbally, by distribution or display of materials, or wearing of logo clothing during a speaking engagement. Interviews, demonstrations, distribution of literature, samples, and attempts to sell, promote, or attract buyers for Exhibitor services, property, or goods **must take place inside the contracted booth or satellite space.**

Meetings or other activities sponsored by exhibitors are allowed but not during the hours of UCAOA scheduled educational or networking events. Invitations for permissible meetings and activities must be distributed from exhibit booths and approved by **UCAOA** prior to the convention or coordinated to include in registrant bags via UCAOA. Gatherings during the days of the convention of over 40 individuals must be registered as a Satellite Event and abide by all Satellite Event guidelines and fees.

Unless contracted as part of a vendor coalition, exhibitor may not lease, sublease, share or transfer the exhibit privilege or space in whole or part. This includes distribution of materials for another organization with which the Exhibitor does not have a formal legal relationship regarding said product. Booth representatives, including models or demonstrators, **must be registered** with UCAOA, **wear name convention badges**, and be **properly and modestly clothed** at all times. All booth staff badges will bear the company name of the company that purchased the booth.

FILM/SOUND: Motion picture projectors and apparatus must conform to fire regulations of the venue. Only safety film may be used. Sound film may be exhibited at the discretion of UCAOA. Silent films should be arranged so aisles are not blocked by viewers. Projection of motion pictures must be supervised by a licensed operator where required. Exhibitors with audible electric sound, motion pictures, or other exhibits or devices that the association, in its sole and absolute discretion, deems objectionable to other exhibitors will be required to discontinue using all exhibits and/or devices so determined to be objectionable.

VENDOR COALITIONS: Opportunity is available for vendor coalitions for shared contract and points. If interested, a separate contract is required and coalitions must be final before priority point placement. Contact Jackie Stasch, jstasch@ucaoa.org, for more information.

PRIZES/CONTESTS/DRAWINGS: Must be approved by UCAOA in advance of the meeting. UCAOA does not announce any booth contest winner over the loudspeaker.

EXHIBIT SPACE: Exhibits shall not project beyond space allotted. Exhibitor is responsible to verify exhibit space. Exhibits and signage shall not obstruct the view or interfere with traffic to exhibits of others. UCAOA reserves the right to ask any exhibitor to move or remove an item from their booth space if it presents a significant sight-line reduction to the booths around them. Failure to occupy assigned space by the close of the exhibit installation period could result in a loss of such space and a forfeiture of all payments by the exhibitor.

LINEAR BOOTHS: All linear booths are 100 square feet (10' x 10') unless otherwise noted. Booths have a back wall drape that is 8 feet high, with sidewall drapes that are 36 inches high. **No special signs, booth construction, apparatus, equipment, lighting fixtures, etc., will be permitted to extend above 8 feet in height.** All display fixtures more than 4 feet in height and placed within 8 linear feet of an adjoining exhibit must be confined to that area of the exhibitor's space that is at least 5 feet from the aisle line.

Graphics, products or portions of the display are not permitted outside the confines of the booth unless as supplied by UCAOA as sponsorship recognition or as part of a sponsorship. Exposed parts of displays and/or equipment must be finished in a professional manner so an attractive appearance is presented when viewed from the aisles of adjoining booths.

ISLAND BOOTHS: An island booth is a display of four or more standard 10' x 10' booths spaces merged together with aisles on all four sides. Full use of the space is permitted, but the design of the booth must allow see-through visibility and accessibility from all four sides (UCAOA must approve limited-visibility islands pre-event). Island booth displays may not exceed 20 feet in height.

Islands may be created from booths on the existing floor plan. Any "lost" booths (booths that are no longer sellable space to create aisles around an island booth) are the financial responsibility of the island exhibitor at 50% of the booth rate.

PENINSULA BOOTHS: Peninsula booths, booths exposed on 3 sides, are only permitted with prior UCAOA approval and must conform to the following guidelines: The back wall of a peninsula booth is restricted to 8 feet high within 5 feet of each aisle permitting adequate sight lines for the adjoining booths. A diagram of the backwall is available upon request from Jackie Stasch, jstasch@ucaoa.org. These guidelines **may** be waived if the adjoining booths are all part of the same company/coalition.

HANGING SIGNS/COMPONENTS: Hanging signs are only permitted above island booths or with permission from UCAOA. Hanging signs and all expenses related to production, installation and dismantle are the responsibility of the exhibitor. Hanging signs cannot be more than 4' tall. Ceiling height is 24', bottom of hanging signs should be at 18'. Rigging will be done by in-house Disneyland Resort Event Services team and the price for rigging includes the rigging of the banner and labor. See form in the Exhibitor Kit for pricing and details.

Exhibitor acknowledges responsibilities under the Americans with Disabilities Act (Act) to make booth(s) accessible to handicapped persons. Exhibitor indemnifies and holds harmless UCAOA against cost, expense, liability, or damage that may be incident to, arise out of or be caused by Exhibitor's failure to comply with Act.

Exhibits should not be constructed so that signage obstructs the view of adjacent booths. No part of any exhibits and no signs may extend outside the contracted exhibit space or may be pasted, nailed, or otherwise affixed to walls, doors, etc., in a way that might infringe upon public walkways or other exhibit space or cause any damage, loss, expense, and/or cost. Before any exhibit may be removed from the building, exhibitors must make arrangements satisfactory to the association and the decorator for the payment of any charges incurred by the exhibitor in connection with exhibiting therein.

UCAOA reserves the right to fix the time for the installation of a booth prior to the event opening and for its removal after the conclusion of the event. Any space not claimed and occupied by three 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 date and time indicated for that exposition. Exhibits must be staffed during all Show hours and may not, to any extent, be dismantled before the show closing.

Dismantling of booths or packing prior to designated tear-down is prohibited. Lack of representation or early tear down will result in fines equaling 25% of your total booth rental expense, loss of Priority Points, and possible loss of future UCAOA exhibit participation. If it is necessary for an exhibiting company to leave early, arrangements must be made with UCAOA leadership and with Freeman to leave booth intact and have Freeman pack and dismantle. Advance arrangements can be made with Freeman to tear down a booth in the event it is absolutely necessary *at the exhibiting company's expense*.

In order to conform to union contract rules and regulations, where applicable, all exhibitors must use qualified union personnel for the various services required for installation and dismantling of exhibits and for material handling within the show.

Each Exhibitor is provided an Exhibitor Services Kit. The Services Kit describes the type and arrangement of exhibit space and the standard equipment provided by UCAOA or show management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Services Kit. If, in the sole opinion of UCAOA, any exhibit fails to conform to the Services Kit guidelines, or the provisions set forth herein, such exhibit may be prohibited from functioning at any time during the exposition. Exhibits not conforming may be dismantled or modified, at cost to the exhibitor, at the sole judgment and discretion of UCAOA.

BADGE DISTRIBUTION: All badges for pre-registered representatives can be picked up at the UCAOA Registration desk at the event. Photo ID will be required for pick up. Individuals may only pick up their own badge. Exhibitors will be charged a fee of **\$50 per badge** for representatives registering on site, for recreating badges previously picked up, or for processing of an additional badge should a substitute representative attend. Payment must be received at time of registration. If exhibitor believes registration was paid for in advance, a credit card will be held until records can be checked following the meeting.

CANCELLATION: Exhibitor cancellation is required in writing to the attention of Jackie Stasch, jstasch@ucaoa.org. Cancellations received on or before March 15, 2018 are entitled to refund of 50% of booth fees. There is no refund for booths cancelled after March 15, 2018. There will be a \$35/badge fee assessed for any paid badge cancellation if cancellation is received in writing prior to the event. There will be no refunds for badges cancelled during or after the event.

ATTENDEE LIST: A complimentary attendee list will be emailed to the primary convention contact for all registered exhibitors about three weeks prior to the convention and a complete final list of participating attendees will be emailed two weeks following the last day of the convention. Attendees may opt-out of sharing their email addresses with exhibiting companies. Attendee List must be used within sixty (60) days of the convention.

Attendee list may be used one time pre-convention AND one time post-convention to promote your participation in/follow up to this event. **This list may not be added to your database.** One additional use of the attendee list (3rd and final use) - \$500. The UCAOA attendee list is monitored and exhibitors will be billed for overuse.

COURSE PARTICIPATION: NEW THIS YEAR! Each exhibiting company will receive one CLASS PASS – a badge that can be used by any member of your onsite team to attend courses during the event. This Pass does not include food functions or CME. If additional reps would like to attend session, they can register and pay a special rate of \$250 (**with a valid exhibit hall badge**). Only these paid convention badges will receive access to course materials, but will not receive meal tickets or CME.

RIGHT TO MAKE CHANGES: Any matters not specifically covered herein are subject to decision by the Exhibitor Advisory Committee, Board of Directors, or CEO. UCAOA reserves the right to make changes, amendments and additions to these rules as it considers advisable for the proper conduct of the exhibit or UCAOA event.

USE OF UCAOA NAME, LOGO, OR INSIGNIA: The use of the UCAOA name, insignia, logotype, or other identifying marks may not be used in signs, advertising, or promotions in any media or descriptive product literature without the written consent of UCAOA.

DISCIPLINARY ACTION: Whenever practical or appropriate in the view of UCAOA, disciplinary action may be taken for those not adhering to these exhibitor policies. Action taken will be progressive according the violation of the listed rule, policy, or regulation. UCAOA reserves the right to levy a financial penalty and/or block an exhibitor from attending future shows at its sole discretion and will not be liable for any refunds or other exhibit or sponsorship expense incurred by Exhibitor.

BOOTH AND SPACE ASSIGNMENT: Booth space is assigned by UCAOA based on the Priority Points System (after island booths have been placed), then date received, then any special considerations such as proximity to other exhibitors with similar product offerings, and then on a first-come, first-served basis. Since the Priority Points System is based on exhibit history, prime spaces likely will be assigned to long-term exhibitors.

UCAOA reserves the right to place reasonable limitations on the number of booths to be rented to any exhibiting company. UCAOA does not guarantee the location of booths selected, and floor plan revisions may be made at the discretion of UCAOA. All efforts will be made to keep selected booth space in close proximity to original location if this need should arise.

MULTIBOOTH AND ISLAND EARLY SELECTION

- UCAOA does not guarantee exact booth placement.
- UCAOA will place island booths prior to priority point placement.
- UCAOA will place any vendor coalitions based on combined priority points as part of the overall "placement by priority points" process.
- UCAOA will make every effort to place booths as close to selected locations as possible, based on fire marshal approval and attendee flow.
- UCAOA designs the exhibit booth aisles for maximum traffic flow for the attendees, as well as for equal opportunity of all exhibitors to have traffic at their booths.
- UCAOA has sole discretion in adjusting the floor plan.
- Exhibitor has to pay for space of any booths deleted from the floor plan to create an island at 50% of each booth's rate.
- UCAOA to design booth and floor space for the exhibit halls and to allow exhibitors to choose from the designed configuration.
- The number of booths a vendor can purchase is limited to a max of eight (8).

POINT SYSTEM: Exhibitors will receive an email with a link to the floor plan and an appointment time, based on priority points. Exhibitors can select their booth at that time. If multiple companies have the same number of priority points, space will then be assigned based on date/time reserved. After the appointment time has passed, booths will be sold on a first-come, first-served basis if available.

Points are awarded using the following system:

- 1 point for each year exhibited during all consecutive years at UCAOA events.
- 1 point for each booth purchased during all consecutive years at UCAOA events.
- 1 point **deducted** for early tear-down without the prior consent of UCAOA.
 - Points also awarded for financial support including partnerships, educational grants, and/or sponsorships at UCAOA events. 1 point for under \$999
 - 2 points for \$1,000 - \$4,999
 - 3 points for \$5,000 - \$9,999
 - 4 points for \$10,000 - \$14,999
 - 5 points for \$15,000 - \$19,999
 - 1 additional point for each additional \$5,000 increment

How it Works:

- Company exhibits in 2012, 2013, and 2014 = 3 points.
- Company purchased 1 booth in 2012, 1 booth in 2013, and 2 booths in 2014 = 4 points
- Company sponsored a lunch in 2012 for \$3,000, 2 breaks in 2013 for a total of \$5,000 and brief bags in 2014 for \$9,000 = 5 points
- Total points earned by Company going into 2015 = 12
- If ABC Company returns for at least one UCAOA event (Spring Convention or Fall Conference) for each consecutive year, points will continue to accumulate. If ABC Company does not attend at least one event in the next consecutive year, all points will be lost and will begin accumulating from zero the next year of exhibiting.