

OFFICIAL REGULATIONS AND CONDITIONS

1. CONTRACT FOR SPACE. By submitting an application for exhibit space, the applicant releases the International Sign Association ("ISA") and its agents from any and all liabilities to applicant, its agents, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this exhibit; ISA determines the eligibility of any company or product for exhibit. An acceptance of an application does not imply endorsement by ISA of an applicant's products nor does ISA warrant, either expressly or by implication, the efficacy of the products displayed at the exhibit, nor does rejection imply lack of merit of product or manufacturer. This application for space (when endorsed by ISA with notice of space assignment) constitutes a contract for the right to use the space. No refund may be made for space that is unused during part of the exhibit. Should space remain unoccupied at the opening of the exhibit ISA may rent or use it without obligation or refund.

Cancellation of exhibit space: Cancellations between April 27, 2019 and June 24, 2019 will be assessed cancellation fees of 10% of the total booth contracted. Cancellations between June 25, 2019 and October 24, 2019 will be assessed cancellation fees of 50% of the total booth contracted. Cancellations on or after October 25, 2019 will be assessed cancellation fees of 100% of the total booth contracted. All cancellations are based on the originally contracted booth space at assignment date. **Downsizing of booth space:** A fee of 10% of the booth fees associated with the downsized portion of the booth space will be assessed to exhibitors that reduce their booth space between April 27, 2019 and June 24, 2019. A fee of 30% of the booth fees associated with the downsized portion of the booth space will be assessed to exhibitors that reduce their booth space between June 25, 2019 and October 24, 2019. A fee of 60% of the booth fees associated with downsized portion of the booth space will be assessed to exhibitors that reduce their booth space on or after October 25, 2019.

The exhibitor information brochure, the ISA Official Rules & Regulations stated in the Official Exhibitors' Contractor's Manual is a part of this agreement and applicant agrees to fully comply therewith.

2. ARRANGEMENT OF EXHIBITS. All exhibitors are required to have floor covering in their booth. All booths may be utilized for display purposes as permitted in the Official Display Rules and Regulations. Limits may not be exceeded except if warranted by unusual or unalterable circumstances and if specifically approved by ISA in advance and in writing or as provided in the exhibitor information brochure. Booths bounded by more than one aisle may be open to either or both of the aisles shown on the floor plan. Each exhibit must be designed to face the aisle relating to the numbering of the booth. Exceptions to this will be allowed only where multiple booths are occupied permitting a walk-through arrangement. The space provided will be as shown on the floor plan insofar as possible. ISA reserves the right to make changes at any time in the location, size and display limits of any booth if this is the best overall interest of the exhibit, as well as any aisle size adjustments. Further, ISA is not responsible for notifying exhibitors of other companies that may choose space adjacent to or nearby their contracted space. Exhibits may not project beyond the space allotted or interfere with traffic to exhibits of others. Aisles are under the control of ISA and may not be used for exhibits. (See Rules & Regulations).

3. USE OF EXHIBIT SPACE. No exhibitor may sublet, assign or apportion any part of the space allotted, or represent, advertise or distribute literature, souvenirs or samples for the product or services of any other firm or individual except as approved in writing by ISA. The purposes of the exhibit are to inform and educate regarding characteristics and uses of the products.

4. RESTRICTIONS. ISA reserves the right to restrict exhibits which, because of noise, method of operation, including product lighting levels, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the convention as a whole, it may forbid installation or request removal or discontinuance of any exhibit or promotion which, if continued, departs substantially from the design and description given advance approval. In the event of such restrictions or evictions, ISA is not liable for any refund or rental or other expenses. Advertising, displays and demonstrations in the interest of business are not permitted except by firms that have rented space to exhibit and have cleared plans in advance.

5. CONDUCT. Exhibitors operating sound & motion picture equipment, record players, loudspeakers or any other noise-creating devices shall do so only at a level that will not interfere with other exhibitors or add unduly to general acoustic inconvenience, or ISA may require discontinuance of their use. Exhibitors that produce fumes from products on display must have appropriate ventilation so as not to interfere with other exhibitors or attendees. All demonstrations, interviews & other exhibit activities must be conducted so as not to infringe on the rights of other exhibitors or offend visitors to the exhibit. The exhibitor agrees not to sponsor group functions, such as tours, film showings, speeches, competing events or other activities during exhibit hours or in conflict with any officially programmed convention event. Exhibitors shall be responsible for all required licenses & permits & for any associated fees for any activities pertaining to their exhibit/display or social activities. "Cash and Carry" sales are not permitted. If, as an exhibitor, you cash and carry, you must obtain the proper permit and abide by state laws pertaining to tax collection and reporting.

6. SOUVENIRS & SAMPLES. Distribution of souvenirs & samples in a dignified fashion is permitted by exhibitors in their booths only, provided there is no interference with other exhibits.

7. CARE OF PREMISES. No part of an exhibit & no signs or other materials may be pasted, nailed or otherwise affixed to walls, doors, or other surfaces in a way that might mar or deface the premises or booth equipment and furnishings. Damage from failure to observe this notice is payable by exhibitor.

8. EXHIBITOR BADGES. Booth personnel must register & wear ISA identification badges while on the exhibit floor.

9. LIABILITY & INSURANCE. The exhibitor is fully responsible for any claims, liabilities, losses, damages or expenses relating to or arising from any injury to any person, or any loss of or damage to property where such an injury, loss, or damage is incident to, arises out of, or is in any way connected with exhibitor's participation in the Expo (collectively, "Claims"). Exhibitor agrees to obtain at its own expense, any or all licenses and permits to comply with all federal, state and local laws and Florida ordinances for any activities conducted in association or as part of the ISA Expo. The Exhibitor shall protect, indemnify, hold harmless and defend ISA, its officers, directors, agents and employees against all Claims, including reasonable attorney's fees and costs of litigation; provided that the foregoing shall not apply to injury, loss or damage caused by or resulting from the gross negligence of ISA, its officers, directors, agents or employees. Exhibitors should maintain general public liability insurance against claims for personal injury, death or property damage incident to, arising out of or in any way connected with the exhibitor's participation in the Expo, in an amount of not less than one million dollars (\$1,000,000) for personal injury, death or property damage in any one occurrence. Such insurance should include coverage of the indemnification obligations of the exhibitor under the ISA Official Regulations and Conditions and should cover ISA, its officers, directors, agents, or employees. Each exhibitor is responsible for obtaining, for its protection and entirely at its expense, such property insurance for its exhibit and display materials as the exhibitor deems appropriate. Any policy providing such property insurance must contain an expense waiver by the exhibitor's insurance company of any right of subrogation as to any claims against ISA, its officers, directors, agents, or employees. All agents or representatives performing services at the Orange County Convention Center directly for an exhibitor other than the exhibitor's employees must provide ISA with original certificates of insurance. In the event any part of the exhibit hall is destroyed or damaged or otherwise is unavailable for the Expo so as to prevent ISA from permitting an exhibitor to occupy assigned space during any part or the whole of the exhibition period, or in the event occupation of the assigned space during any part or the whole of the exhibition period or ISA's conduct of the Expo is prevented or in ISA's opinion rendered impracticable by circumstances beyond ISA's control, including, without limitation, acts of God, war, threat of war, disasters, earthquakes, hurricanes, severe weather, strikes or threat of strikes, riots, acts of or threats of terrorist, acts of foreign enemies, curtailment of transportation services or facilities that prevents or delays attendees from attending, influenza or reasonable threat thereof, disease outbreak with specific warnings by the World Health Organization, US State Department, Centers for Disease Control or Department of Homeland Security advising against travel, economic decline in the sign industry, national emergency or other cause beyond the control of ISA, then exhibitor will be charged for space during the period it was or could have been occupied by the exhibitor; and exhibitor hereby waives any claim against ISA, its directors, officers, agents or employees for losses or damages which may arise in consequence if such inability to occupy assigned space, its sole claim against ISA being for a refund of rent paid for the period it was prevented from using the space.

10. INSTALLATION & REMOVAL. Exhibit booths shall be set up according to the schedule set forth in exhibitor information brochure and the Official Exhibitors' Contractor's Manual. Booths shall remain intact until close of exhibit when dismantling may begin.

Exhibitors who use an Exhibitor Appointed Contractor to set up or dismantle their exhibit booth(s) must provide ISA the following information 30 days prior to show set-up: Name, address, & telephone number of the EAC; name of the supervisor to be in attendance; a valid certificate of insurance through the show date with minimums of \$100,000 workmen's compensation & employer's liability; general liability coverage must provide for \$1,000,000 bodily injury & \$1,000,000 property damage or \$1,000,000 combined single limits of both; a statement that the EAC will be responsive to the Official Show Contractor's requirement for move in & move out scheduling of both the hall and the dock. No non-exhibitor solicitation will be allowed in the exhibit hall. Failure to comply with the Rules and Regulations will result in immediate expulsion from the hall. Exhibitor is responsible for the proper care, handling, security removal, & disposal of all hazardous materials entered upon the exhibit facility premises by the exhibitor as required by current Environmental Protection Agency or other applicable standards in effect at the time of occupancy. Upon request by ISA, the exhibitor shall provide proof of the method of transportation & disposal of the hazardous materials. Any costs associated with the transportation and disposal of materials left on the Premises will be paid by the exhibitor.

11. ASSIGNMENT OF SPACE. To provide the most equitable assignment of exhibitor booths, only a signed contract for space and specified deposit received in the ISA office will be recognized as an official request.

First assignments of booths will be made from all official requests received & priorities will be given to companies that exhibited previously according to the ISA Priority Point System. One (1) priority point per year, will be assigned to each exhibiting company, regardless of booth size and One (1) priority point per year, will be assigned to each exhibiting company that spent \$5,000 or more on

sponsorship directly related to and part of, the ISA Sign Expo.

Requests received after the initial assignment date will be assigned booths as they are received. Exhibitors requiring additional space after the initial assignment date will be reassigned based upon the date the request for additional space is received.

12. OUTSIDE DISPLAYS. Whenever possible, ISA schedules outside exhibit space for service trucks, cranes, aerial ladders, buckets, vehicles & other equipment as part of the convention exhibition. Any company using this type of exhibit space must purchase a regular exhibition hall booth at the applicable rates. This type of exhibit may be operated only during scheduled exhibit hours. Companies wishing to display these products in the exhibition hall must pay the full square footage rate.

13. PREJUDICIAL CONDUCT. No exhibitor during a National/International or Regional Convention, Conference, or Trade Show held & sponsored by the Association shall set-up, conduct or participate in a separate sign show or sign exhibit on any site within city limits of the city in which ISA is holding its convention other than on the site selected by ISA without prior written approval of ISA. No exhibitor or group of exhibitors can sponsor or circulate in any manner any promotion or advertising program or campaign to compete with and/or conflict with the official convention. Any exhibitor violating this Section may be deemed guilty of conduct prejudicial to the best interests of the Association & Expo and may be suspended from exhibiting during the current event and any future ISA sanctioned event.

14. SERVICES & SHIPPING INSTRUCTIONS. An exhibitor Service Kit containing order forms for exhibit labor, furniture, decorating materials, electric & other services, & shipping instructions will be emailed to exhibitors upon assignment of space, & approximately 60 days prior to the show date. The labor regulations, rates, & guidelines included in this manual are a part of this agreement. All contracts and/or agreements made between the official show contractors & the exhibiting company are strictly the responsibility of the exhibiting company & the contractor.

15. SOCIAL FUNCTIONS/HOSPITALITY SUITES/PROFESSIONAL ACTIVITIES. Companies not exhibiting will not be allowed to have product promotion, displays, demonstrations, social functions and/or hospitality suites. All meeting rooms & suites in the hotel will be reserved & ISA must be contacted for all suites and functions. All suites will be held for exhibitors until ninety days prior to the convention. After that, any remaining suites will be on a first come, first serve basis, with a written agreement that the suite will not be used for product promotion/display purposes. All social functions & hospitality parties must be held at times other than regularly scheduled ISA meetings, exhibits, food functions, & other events.

16. INTERPRETATION & ENFORCEMENT. These regulations become a part of the contract between the exhibitor & the International Sign Association. ISA has full power of interpretation & enforcement of these rules. All matters in question not covered by these regulations are subject to the decision of ISA & all decisions so made shall be binding on all parties affected by them as by the original regulations. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of ISA conduct themselves unethically, may be dismissed from the exhibit without refund or other appeal.

17. GENERAL. The above regulations are a part of the contract between the exhibitor & the International Sign Association. They have been formulated in the mutual interest of the Exhibitor & the International Sign Association. ISA respectfully asks the full cooperation of the exhibitors in their observance. All points not covered are subject to the decision of the convention committee. ISA reserves the right to make any reasonable changes necessary to the best interests of the exhibition and ISA. The schedule of prices & rules shown in the exhibitor information brochure are hereby made a part of this contract.

18. 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 ISA and Facility against cost, expense, liability or damage, which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under the Act.

19. SEVERABILITY: If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said agreement.

20. WAIVER: Neither the waiver by ISA of a breach of or a default under any of the provisions of this Agreement, nor the failure of ISA, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

(Revised March 28, 2019)