

# AES 2022 Annual Meeting • December 2-6, 2022 • General Rules and Regulations

The American Epilepsy Society (AES), hereinafter referred to as “Show Management.”

- 1. PAYMENT.** All applications must be accompanied by a 50% deposit payment (payable in U.S. funds and drawn on a U.S. bank). Any bank fees incurred on wire or ACH payments, will be paid by the exhibitor. Applications received without such payment will not be processed nor will booth assignment be made. The balance of the space rental charge will become due and payable on August 22, 2022. Applications submitted after August 22, 2022, must be accompanied by payment IN FULL of the space rental charges. Applications received without such payment will not be processed nor will space assignments be made.
- 2. REFUNDS.** In case the exposition 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 prorated amount already paid for space for this specific event.
- 3. CANCELLATION OR REDUCTION IN SPACE.** If Show Management receives a written request for cancellation or reduction of space on or before May 23, 2022, the exhibitor will be liable for 25% of the entire booth fee of the space originally contracted. If Show Management receives a written request for cancellation or reduction of space after this deadline but prior to August 22, 2022, the exhibitor will be liable for 50% of the entire booth fee of the space originally contracted. For cancellations and reductions of space after August 22, 2022, exhibitors are liable for 100% of the entire booth fee of the space originally contracted. It is expressly agreed by the exhibitor that in the event of failure to pay the space rental at the times specified, or failure to comply with any other provisions contained in these rules and regulations concerning use of exhibit space, Show Management shall have the right to reassign the confirmed booth location 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 for space reservation, regardless of whether Show Management enters a further lease for the space involved. In the event AES cancels the meeting, all deposits or full payments will be refunded, or exhibitor can decide if they want payments transferred to the next year's meeting. Payment transfers are only applicable to the following year's meeting.
- 4. SPACE RENTAL AND ASSIGNMENT OF LOCATION.** Whenever possible, space assignments will be made based on priority points, but also 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 EXPOSITION.**
- 5. USE OF SPACE, SUBLETTING OF SPACE.** Products and services proposed for exhibition must relate specifically to the practice and advancement of the diagnosis, treatment and prevention of epilepsy, or the education of those treating or conducting research related to epilepsy and their patients. No exhibitor shall assign, sublet, or share the space allotted with another business or company 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 distributed by them in the regular course of business. Should an article of non-exhibiting company be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular name or trademark on the product under which same is sold in the general course of business. No company or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.
- 6. OPERATION OF DISPLAYS.** 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 exposition. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, are determined by Show Management to be objectionable to the successful conduct of the exposition. 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.
- 7. EXHIBITOR'S AUTHORIZED REPRESENTATIVE.** Each exhibitor must name one person to be his representative in connection with installation, operation and removal of the company's exhibit. Such representative shall be referred to as the Contact of Record (COR) and be authorized to enter such service contracts may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, staffed and orderly at all times. For their own safety and protection, children eleven (11) years of age and under will not be admitted to the exhibit halls at any time.
- 8. EXHIBITOR COMMUNICATIONS.** Communication from Show Management relating to booths, ordering, deadlines, registration, housing and other essential information will be sent to the Contact of Record. It is the sole responsibility of the exhibitor to distribute to the appropriate internal staff member(s) at their company or organization. Exhibitors are expected to follow guidelines and rules that are posted on the AES website and exhibitor prospectus.
- 9. EXHIBITOR BENEFITS.** Information relating to the number of exhibit hall-only badges, complimentary mailing lists, priority points, and exhibitor recognition can be found in the exhibitor prospectus.
- 10. 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. Installation of all exhibits must be fully completed by the opening time of the exposition. Any space not claimed and occupied three hours prior to opening, may be resold or reassigned without refund. No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the Show.
- 11. ARRANGEMENT OF EXHIBITS.** Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit 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 Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition.

- 12. 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 Show.
- 13. Direct Sales.** No retail sales are permitted within the exhibit area at any time, but orders may be taken for future delivery.
- 14. Contests, Drawings & Lotteries.** All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the exposition. All giveaways or prizes must be submitted to Show Management for approval.
- 15. Literature Distribution.** All demonstrations or other activities must be confined to the limits of the exhibitor's booth space. 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. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed.
- 16. EXHIBITS & PUBLIC POLICY.** Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. 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.
- 17. BOOTH CONSTRUCTION.** All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. Electrical 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. Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will be made available for such purpose. 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. Exhibitors must comply with City and State fire regulations. Independent contractors must conform to IAEE, ESCA and ED&PA guidelines. All exhibit labor must comply with established labor jurisdictions.
- 18. MANDATORY FLOOR COVERING.** Floor covering may be furnished by the exhibitor or rented from the official general services contractor. Exhibitors must carpet or cover the full contracted space, regardless of whether that full space is used, unless exhibitor has made prior written arrangements with Show Management. Other suitable floor coverings are acceptable (e.g., tiling, linoleum) as long as the concrete floor is covered, and the material is easy to remove and will not damage the show floor and will not pose a safety hazard. If exhibitor fails to carpet and/or cover its full space, Show Management will arrange for carpeting at the exhibitor's expense.
- 19. STORAGE OF PACKING CRATES AND BOXES.** 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. Crates 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 and cartons outside the building. Every effort will be made to protect the crates from the elements, but neither 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 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 Show Contractors for removal time and materials at prevailing rates.
- 20. SOCIAL ACTIVITIES.** Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management. In some instances, AES will offer opportunities to support AES social activities and events.
- 21. PHOTOGRAPHY.** Photographs of products and equipment may only be taken with the expressed permission of the exhibiting company. Indoor drones and aerial surveillance of any kind by an exhibitor is strictly prohibited. Exhibitors wishing to take photographs/videos of their own booths or equipment may do so, provided that the photograph is of their booth and their booth only, and their employees or vendors only. Photographs of convention center spaces outside the exhibit hall requires permission of the convention center and may not include any images of AES logos, signs, or activities. No outside photography contractor will be admitted without approval. Any approved photographer providing services onsite must be badged.
- 22. RECORDINGS.** Recording (audio, video, film) of any part of the AES Annual Meeting is prohibited inside or outside the exhibit hall, with these exceptions: (1) sponsors of certain events like product theaters and satellite symposia may be allowed to record those events per the terms of the AES Memorandum of Agreement for those products; (2) exhibitors may record aspects of their booth build on the condition that the recording does not capture any images of any other booths or items on the exhibit floor, nor any individuals who are not the exhibitor's employees or vendors, nor any verbal mentions or images of anything with a version of AES in text or our logo; and (3) exhibitors may request permission from the convention center or conference hotels to do recording, but no recording of AES images or activities or attendees is allowed. No camera crews or videographers may enter the exhibit hall without express permission from Show Management and Show Management reserves the right to require that such crews are escorted by AES staff, and activities. No outside recording crews or service providers will be admitted without approval. Any approved camera crew or videographer providing services onsite must be badged.
- 23. LIABILITY AND INSURANCE.** All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor. It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.
- 24. 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 sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

25. **COMMUNICABLE DISEASES.** AES will apply all the necessary health and safety measures to ensure the safety of all meeting attendees. AES asks that all exhibitors exercise the same measures.
26. **Property Damage** Neither 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. 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.
27. **CARE OF BUILDING AND EQUIPMENT.** Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and decor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.
28. **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 AES, 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.
29. **OTHER REGULATIONS.** 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.**