



Rules and Guidelines for Exhibition with the International Door Association, Inc. in the IDAExpo

To ensure an effective promotion for all Exhibitors in the IDAExpo ("Exposition"), please carefully review the General Conditions which follow. As an Exhibitor, these General Conditions are incorporated by reference into your Agreement for Exhibition with the International Door Association, Inc. ("IDA"). All Exhibitors in the IDAExpo shall make application for exhibition on specific terms, in addition to these General Conditions, as required by and subject to final approval by the IDA Board. Exhibitors shall execute a specific contract for exhibition, including space and/or services, and shall exhibit in strict conformance with the following terms:

- 1. Eligible Exhibits:** IDA reserves the exclusive right to determine at any time the eligibility of any company or exhibit for inclusion in the Exposition, including the contents and personnel of any display by an Exhibitor. IDA reserves the right to restrict exhibits which are or may become objectionable by operation, including persons, things, conduct, printed matter or any objectionable condition. All issues not addressed by these General Conditions shall be resolved in the sole discretion of IDA, or its Exposition Manager, without remedy or recourse by the Exhibitor. Exhibitor agrees that IDA, and its Exposition Manager, shall have exclusive authority to restrict the activities of Exhibitors without assuming any control of an Exhibitor's exhibition space, property, or personnel.
- 2. Payment Schedule:** Exhibitor shall pay IDA for the Exposition Agreement as follows:
 - a. Payment of Non-refundable Fifty Percent (50%) deposit is due with contract.
 - b. Payment of Non-refundable One Hundred Percent (100%) of the contract price is due with exhibit space applications submitted after January 31, 2019, prior to review or approval by the IDA Board.
 - c. Any balance payable must be received by IDA no later than January 31, 2019.
Any Exposition Agreement which is not timely paid may or may not be accommodated in the sole discretion of IDA.
- 3. Cancellation of Exhibit Space Contract:** Cancellations or reductions in exhibition space shall be handled as follows:
 - a. **Payment Obligations of Exhibitors.** IDA cannot be responsible for Exhibitors' failure to attend the Exposition, for any reason or under any circumstances. Requests for cancellation or reduction of exhibit space must be made in writing to IDA's Exposition Manager. Except as otherwise provided in paragraph 3.d. below: (1) In the event of cancellation of an exhibit space application prior to January 31, 2019, the Exhibitor shall pay, or forfeit if already paid, fifty percent (50%) of the contract price without set off or credit; (2) In the event of cancellation after January 31, 2019, Exhibitor shall pay, or forfeit if already paid, one hundred percent (100%) of the contract price, without set off or credit; and (3) In the event the Exhibitor wishes to reduce its contract space on or after October 1, 2018, the Exhibitor shall pay, or forfeit if already paid fifty percent (50%) of the contract price for the originally-contracted space.
 - b. **Handling of Canceled or Unoccupied Space and/or Services.** In the event of cancellation, failure to attend, or reduction of space by an Exhibitor, IDA shall have the absolute and sole right to dispose of or occupy the Exhibition space and/or services in its exclusive discretion. IDA's right of disposition shall include selling or occupying such space and/or services with another Exhibitor without refund or credit to the canceled Exhibitor.
 - c. **Risk of Inclusion of Non-attending Exhibitors.** All Exhibitors assume the risk of inclusion of the names of canceled Exhibitors or descriptions of products or exhibits in promotional materials, advertising, displays, exhibition space, and all other aspects of the Exposition, without recourse or remedy. IDA reserves the sole right to handle non-attendance of an Exhibitor in its own discretion.
 - d. **Prime Space (800 sq. ft. & above) Cancellations.** Because "Prime Space" exhibits, defined as an exhibit contracted for 800 square feet or greater, may be difficult if not impossible to re-contract, should an exhibit contract for space designated as "Prime Space" be cancelled by the Exhibitor for any reason, Exhibitor shall pay, or forfeit if already paid, one hundred percent (100%) of the contract price, without set off or credit. Exhibitor agrees that this reflects a reasonable approximation of the likely damages to IDA for cancellation of a "Prime Space" exhibit.
- 4. Availability of Exhibition Space:** All exhibition space and/or services are subject to prior sale, withdrawal, termination, and final approval of the IDA Board, regardless of payment or reservation deadlines, prior exhibition, or expectation. Generally, availability of exhibit space is determined on a first come, first served basis. No space may be reserved without receipt by IDA of funds as stated above, and receipt of a fully and properly completed and executed exhibition space application, suitable for approval by the IDA Board, as determined in the sole discretion of the Exposition Manager. If exhibit space is not available when an exhibit space application is received, a waiting list is developed, with priority based upon date of receipt of fully and properly completed exhibit space applications with payment attached. All payments received for exhibit space applications which are placed on the waiting list shall be returned to any applicant for whom space is not available. IDA reserves the right to make changes or accommodations to the procedure as it deems appropriate.
- 5. Location of Exhibition Space:** Location for exhibit space in the Exposition cannot be guaranteed. Exhibitor acknowledges that any directions, statements, or details regarding location, configuration of walkways, adjacencies, neighboring Exhibitors, and all other details of location expressed by Exhibitor in the exhibition space application shall be strictly advisory of preferences of the Exhibitor to the Exposition Manager, and may or may not be accommodated. Exhibitor agrees that it shall have no remedy for failure of the Exposition Manager or IDA to accommodate any preference or term related to location.
- 6. Installation and Dismantling of Exhibit Space:** All Exhibitors shall install and dismantle exhibits as follows:
 - a. **Access for Installation:** Exhibitors shall have access to the Exposition space for installation of displays in their exhibition space as follows:
Exhibits 800 sq. ft. & above — Time: Noon (with approval) — Date: March 12, 2019
Exhibits 799 sq. ft. & below — Time: 8:00 am (with approval) — Date: March 13-14, 2019
Exhibitors are responsible for allowing ample time for delivery and completion of installation of exhibition materials under congested conditions, where the degree of access into the Exposition site, congestion of Exhibitors, traffic, limited staging areas, or other site conditions beyond the control of IDA could cause unexpected delays into the Exposition site. Exhibitor is solely responsible for determining the requirements for installation and compliance with Exposition site requirements, conditions, local ordinances, and governing laws.
 - b. **Completion of Installation and Ready to Exhibit:** Installation of your exhibit must be complete and ready to exhibit, and such exhibition space must be staffed, and ready for Exposition business, by March 15, 2019, at 8:00 a.m.
 - c. **Dismantling of Exhibition Space:** No Exhibitor shall begin dismantling an exhibit, and no crate shall be delivered to an exhibition space, prior to March 16, 2019, at 3:00 p.m.
- 7. Early Exhibit Shipment Available:** For Exhibitors shipping exhibition materials early, the designated drayage company can arrange storage for up to thirty (30) days off site before the Exposition opens, and can deliver exhibition materials to the Exposition site on the targeted set-up day.
- 8. Exhibitor Appointed Contractors ("EAC"):** All Exhibitors utilizing the services of Exhibitor Appointed Contractors ("EAC") must furnish a completed written authorization form at least thirty (30) days prior to the Exhibition to the Exposition Manager. Exhibitor is also responsible for submission by their EAC, at least thirty (30) days in advance of furnishing, of an original Certificate of Insurance made out to the International Door Association, Inc., in care of the Exposition Manager, evidencing insurance coverage for workers compensation insurance coverage and comprehensive general liability insurance coverage for all activities with minimum combined single limits of at least \$1,000,000 for bodily injury and/or property damage for any one occurrence. Failure of the Exhibitor to furnish the required documents may be deemed a cancellation of exhibit space, or result in exclusion of the EAC from furnishing services on behalf of the Exhibitor at the Exposition site. Exhibitor is solely responsible for its EAC and determining the requirements for installation and compliance with Exposition site requirements, conditions, local ordinances, and governing laws.
- 9. Exhibitor's Authorized Representative:** Each Exhibitor must have at least one designated representative on site as its representative in connection with installation, staffing, operation, dismantling, and removal of the exhibit. Such designated representative of Exhibitor shall have authority to enter into service contracts as may be necessary, and for which the Exhibitor shall be solely responsible. Exhibitor assumes responsibility for such representative being in attendance throughout all Exposition periods. IDA, and its Exposition Manager, shall not be responsible for any activities or failure to act by the Exhibitor, or its representative.

10. Badges:

- a. Exhibitors and their representatives are required to wear badges throughout the Exposition. Each Exhibitor must furnish the International Door Association with the names of the representatives so that badges can be prepared. Due to security requirements of the Exposition site, access may be denied to Exhibitors or their representatives, if badges are not worn at all times. Exhibitor understanding and compliance with this important requirement is appreciated.
- b. **Exhibitors are prohibited from registering non-employees under their company name. Any violation may result in the forfeiture and/or removal of a badge to IDA, and removal of the violating person(s) from the Exposition site.**

11. Exhibitor Service Information Disk, Official Contractors, and Other Conditions of Exhibition: Exhibitor Services information, which contains specific information regarding the Exposition site and services which is incorporated by reference herein, is available on-line at www.idaexpo.org, the IDAExpo website. Exhibitors shall comply with the booth rules which will be included in the Exhibitor Services Information Disk. One Exposition registration list will be supplied to each Exhibitor following the Exposition; no other copies will be made available. The Exposition Manager designates certain drayage and convention services firms as official contractors for Exhibitor Services, based on reasonable service rates and services necessary for the Exposition.

12. Soliciting, Samples, Costumes, and Giveaways: Exhibitors shall not solicit business in Exposition aisles or in booths other than their own. Exhibitor representatives wearing distinctive costumes or uniforms or carrying signs or banners separately or as part of their apparel shall be considered displays and may only appear in their own booths. Samples, catalogs, pamphlets, publications, or other items for handout may be distributed by an Exhibitor only from within their own booth and may not be made available in any way in any gathering held officially in connection with the exhibits or the convention. Any distribution of food or snacks by an Exhibitor must be approved in advance by the Exposition Manager. IDA reserves the right to exclude any giveaways or distribution of samples during the Exposition, for bad taste, offensiveness, or any other reason, in the sole discretion of the Exposition Manager. Robots or any other mechanical apparatus are prohibited from being used outside of an Exhibitor booth.

13. Sound Devices: The use of devices for mechanical reproduction or enhancement of sound shall not be permitted unless approved in writing in advance by the Exposition Manager. Music, either mechanical, vocal or instrumental, shall not be permitted at the Exposition site by Exhibitors. The employment of any method to project sound beyond the confines of any Exhibitor's booth is prohibited. Demonstrations and displays shall not impact or interfere with other Exhibitors. The use of television monitors or equipment whose operation produces sound must not impact or interfere with another Exhibitor. The Exposition Manager, in its sole discretion, shall determine when sound impacts or interferes with another Exhibitor or the Exposition at large.

14. Lighting: IDA may restrict the use of irregular or unusual lighting effects. The employment of any method to project light beyond the confines of any Exhibitor's booth is prohibited. The use of lighting must not impact or interfere with another Exhibitor. The Exposition Manager, in its sole discretion, shall determine when lighting impacts or interferes with another Exhibitor or the Exposition at large.

15. Photography: Attendees and Exhibitors are not allowed to bring camera or video equipment into the Exposition area. Exhibitors wishing to take photographs of their display or booth must obtain written permission in advance from the Exposition Manager. All Exhibitors further agree to the following conditions:

- All photographs, recordings, and/or video captures of any IDA meeting (Exposition, Educational Conference, and other forums) are the sole property of the IDA. Furthermore, IDA retains all intellectual property rights to these meetings.
- Any use or reproduction of any visual or recorded image from these meetings and events, including but not limited to photographs, recordings, and/or video captures, must be with the expressed and written permission of the IDA. No publication, sale, reproduction, transfer, distribution, or commercial exploitation of any visual or recorded image may be made for any purpose, except by written permission of the IDA.
- No photography or recordings may be taken during demonstrations or workshops, except by written permission of both IDA and the presenter.
- No visual or recorded image from an IDA educational session (Exposition, Educational Conference, and other forums) may be posted to any personal or commercial website, except by written permission of the IDA.
- All members of the media must contact the IDA prior to arrival at an IDA meeting or educational session. A member of the management staff must be present to escort members of the media through the Exposition hall or any other convention or meeting facilities. To make arrangements, call 847-686-2336. Arrangements should be made with the Exposition Manager at least 24 hours in advance to ensure availability.

16. Safety, Fire and Health: Exhibitor assumes all responsibility for compliance with local, city, county, state, province, or federal safety, fire and health ordinances or regulations covering shipping, storage, installation, operation, and dismantling of displays, exhibitions, merchandise, or marketing materials. All display and exhibit materials must be reasonably located and protected with safety guards and fire-proofed to prevent fire hazards and personal accidents to Exposition attendees, other Exhibitors, Exposition staff, and IDA members.

17. Exhibitor Duty of Care for Exposition Site, Other Exhibitors, and Third Parties: Exhibitors are liable to the Exposition site owner for any damage caused by installing, dismantling, operating, or fastening displays, equipment, crates, or fixtures to the Exposition space floors, walls or columns, booth piping and drapes, or other standard Exposition equipment or conditions. Exhibitors may not apply paint, lacquer, adhesives or any other coating to building columns, floors or standard booth equipment. Exhibitors shall use reasonable care in the installation, operation, and dismantling of their displays and are solely responsible for damage caused to other Exhibitors, the Exposition site, or third parties.

18. Alcoholic Beverages: The serving of alcoholic beverages by Exhibitors is strictly prohibited.

19. Security: Reasonable precautions for security are taken to protect Exhibitor property during installation, Exposition, and removal periods at the Exposition site. However, IDA and its Exposition Manager, and their employees, contractors, directors, and members shall not be responsible for loss, theft, fire, vandalism, accident, or damage of Exhibitor materials.

20. Liability: Neither the International Door Association, Inc., its Exposition Manager, their representatives, agents, guests, affiliate organizations, employees, contractors, members, volunteers, chairs, committees, or directors, nor the Exposition site or its representatives, employees, or contractors shall be responsible for any injury, loss or damage that may occur to the Exhibitor, or Exhibitor's employees or property from any cause prior to, during or subsequent to the period covered by the exhibit space application. Exhibitor agrees and waives and releases all of the aforesaid from liability, and agrees to insure, indemnify, and hold harmless, each of them against any and all claims for loss, damage or injury.

21. Insurance: Exhibitor shall maintain care, custody, and control over all property in transit to or from or within the confines of the Exposition site. Subject to the rules and regulations of the Exposition, Exhibitors are strongly urged to purchase insurance to cover damage or destruction of exhibit material and liability insurance for injury to the person and property of others. IDA maintains public liability insurance for injury to Exposition visitors, Exhibitors and their agents and employees at the Exposition site; however, Exhibitor's employees are not covered for injury when on space rented by Exhibitor.

22. Exhibitor Only Use of Space: Exhibitor shall not assign, sublet, transfer, or apportion exhibit space, or any part thereof, without prior written consent of the Exposition Manager. Exhibitor shall not exhibit, advertise, or offer for sale goods other than those manufactured or sold by Exhibitor in the regular course of business. No Exhibitor may display or conduct business outside the confines of the booth space at the Exposition site.

23. Exhibitor Shall Not Compete With Exposition: Exhibitor shall not schedule or conduct any corporate or private group event which will conflict with scheduled Exposition activities of IDA without prior written consent.

24. Force Majeure: Except for payment for exhibit space by an Exhibitor to IDA, neither party to this Exhibition contract shall be deemed liable if the Exposition is delayed or prevented due to acts of God, war, terrorism, civil disorder and unrest, fire, flood explosion, riot, labor disputes, work stoppages or strikes, any act or order of any governmental authority, or any other cause beyond the parties' control that makes performance under the Exhibition terms and conditions impossible to perform. Inclement weather is not a valid cause for cancellation under force majeure.