



# RULES GOVERNING EXHIBITION / WHISPER SUITE RULES AND REGULATIONS

**1. Sponsors: Principal Purpose.** The word "Sponsors" as used herein shall mean Sponsors as specified on reverse side. The word "Management" as used here in shall mean the Sponsors, their officers or committees or agents or employees acting for it in the management of the Exhibition. The Sponsors are educational, scientific and technical societies organized to provide a mechanism for promoting interchange between the various disciplines represented within the information processing community. As such, they sponsor Conferences and Exhibitions as one means of accomplishing this end. The main purpose of these Conferences and Exhibitions is educational and the Exhibition staged in conjunction with the Conference is a vital element of this educational process. No selling or order taking will be permitted on the Exhibition floor or other areas controlled by SC2005 during the Exhibition. The Sponsors and the Exhibitor agree that the purpose of the Exhibition is exclusively for the education of persons attending the Conference, and will conduct themselves accordingly.

**2. Sub-Leasing.** Exhibitor may not sublet his/her space, nor any part thereof, nor exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in his/her own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate or other identification which in standard practice appears normally on them. Exhibitor may not permit, in the Whisper Suite, non-exhibiting companies' representatives. Rulings of the Management shall in all instances be final with regard to use of any Whisper Suite Conference Room space.

**3. Eligible Exhibits.** Management has sole right to determine the eligibility of any company or product for inclusion in the Exhibition and Whisper Suite Conference Rooms.

**4. Limitation of Liability.** Neither the Sponsor, nor the Exhibition Management (Hall-Erickson, Inc.) nor the Washington State Convention & Trade Center nor the City of Seattle, nor any of their officers, agents, employees or other representatives, shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. The Exhibitor shall indemnify, defend and protect Sponsors, Management, the Washington State Convention & Trade Center and the City of Seattle against, and hold and save Sponsors, Management, the Washington State Convention & Trade Center, and the City of Seattle harmless from, any and all claims, demands, suits, liability, damages, loss, attorney's fees and expenses of whatever kind or nature, which might result from or arise out of any action or failure to act on the part of the Exhibitor or any of its officers, agents, employees or other representatives. All Exhibitors are required to provide for their own floater insurance coverage, protecting against damage, loss or theft, and business auto coverage.

**5. Installation - Showing - Dismantling.** Hours and dates for installation, showing, and dismantling shall be those specified by Management. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibition before conclusion of this dismantling period as specified by Management.

**6. Damage to Property.** Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other Exhibitor's property. Exhibitor may not apply paint, lacquer adhesive or other coating to building columns and floors or to standard booth equipment or hardwall.

**7. Alcoholic Beverages.** The use of alcoholic beverages in the exhibit hall or Whisper Suites is prohibited.

**8. Attendance.** Management shall have sole control over admission policies at all times.

**9. Whisper Suite Representatives.** Exhibitor's Whisper Suite representatives shall be restricted to employees of exhibiting company who are actually working in Exhibitor's Whisper Suite. Whisper Suite representatives shall wear "EXHIBITOR" badge identification, furnished by Management, at all times. Management may limit the number of Whisper Suite representatives at any time. All Exhibitor's company personnel other than those working in Whisper Suite or booth are to register as attendees at the Exhibition.

**10. Demonstration Equipment Placement.** All demonstration equipment including operator's position must be located within the physical Whisper Suite Conference Room. No display material and/or equipment can be placed in meeting rooms of the Washington State Convention & Trade Center or in conference hotels without written permission from Management. Exhibitor warrants and agrees that the Exhibitor is solely responsible for assuring that its Whisper Suite, demonstration(s) and all related materials are accessible to persons with disabilities and complies with all applicable provisions of the Americans with Disabilities Act.

**11. Decoration.** Management shall have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any Whisper Suite which Management deems inconsistent with the Principal Purpose of the Exhibition or inappropriate for any other reason, and no liability shall attach to Management for costs that may evolve upon Exhibitor thereby. Interior walls may be added to Whisper Suites to divide space. This can be planned with the general contractor at an additional cost. Height limit of any equipment or materials in a suite is 8'.

**12. Exhibitor's Representatives' Responsibility.** Exhibitor agrees to indemnify Management against and hold it harmless for any claims arising out of the acts or negligence of Exhibitor, his/her agents or employees.

**13. Exhibitor's Withdrawal.** Fifty percent of total cost of exhibit space under contract will be retained by SC2005 when written notice of intent to withdraw is received at the SC2005 Exhibition Management office prior to 09-1-2005. No refunds will be issued for withdrawal notices received on or after 09-1-2005. Withdrawal notice does not eliminate financial liability of balance due when withdrawing.

**14. Additional Services.** Exhibitor must order and pay for any services needed, such as telephone, electrical, security, catering, cleaning, furniture, etc. No food may be served in these meeting rooms. Exhibitors may serve coffee, soft drinks and water. No alcoholic

beverages allowed. All beverage service must be made through the Washington State Convention & Trade Center's official caterer. Loud music or disruption will not be permitted. No commercial signs may be displayed on the exterior doors or walls of the Whisper Suite Conference Rooms, only small identification signs may be used. Whisper Suites cannot be used or reserved for non-exhibiting vendors to exhibit or display products and services to attendees. Exhibitors cannot charge admission to attendees.

**15. Exhibitor's Admittance During Non-Show Hours.** Exhibiting company representatives will be permitted to enter the Whisper Suite Conference Rooms between 8:00 a.m. and the official show closing hour during each day of the show, with the exception of the final night. Exhibitors having special problems that require additional time must check at Management office on the previous day.

**16. Exhibitor's Discussions; Costumes; Promotion.** Exhibitor shall not engage in any activities in the aisles or in Whisper Suites other than his/her own. Exhibitor's representatives wearing distinctive costumes, or carrying banners or signs separately or as part of their apparel must remain in their own Whisper Suite.

**17. Failure to Hold Exhibition.** Except as the Exhibitor's rental obligations may be reduced as set forth in paragraph 13, the Exhibitor is responsible for Whisper Suite Conference Room rental irrespective of the reason for the cancellation by the Exhibitor because of the failure of an Exhibit to arrive for any reason, or cancellation by Sponsors of the Exhibition, in whole or in part, as the result of riot, strike, civil disorder, act of war, act of God, or any other reason of any kind whatsoever not within Sponsors' control.

**18. Floor Load.** Under no circumstances may the weight of any equipment or exhibit material exceed the hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the load of his/her exhibit material in conformity with the maximum floor load specifications.

**19. Flammable Materials.** No flammable fluids or materials of any nature may be used in any Whisper Suite and/or decorative materials, including any materials the use of which is prohibited by national, state or city fire regulations.

**20. Lotteries; Contests.** The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only on written approval from Management.

**21. Noise and Odors.** No noisy or obstructive work will be permitted during open hours of the Exhibition, nor will noisily operating displays, nor Whisper Suites producing objectionable odors, be allowed.

**22. Obstruction of Aisles or Whisper Suites.** Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby Exhibitor's Whisper Suite shall be suspended for any periods specified by Management.

**23. Regulations Governing Displays.** Regulations relating to maximum allowable heights of back wall and sidewall display panels are included with Exhibitor Prospectus and will be amplified and repeated in Exhibitor Manual to be distributed in August 2005.

**24. Rejected Displays.** Exhibitor agrees that his/her Whisper Suite configuration shall be admitted and shall remain from day to day solely in strict compliance with the rules herein laid down. Management reserves the right to reject, eject, or prohibit any configuration in whole or part, or Exhibitor or his/her representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to Exhibitor of the amount of rental unearned at the time of ejection. If a Whisper Suite configuration or Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made.

**25. Safety Devices.** Exhibitor agrees to accept full responsibility for compliance with national, state, and city regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment.

**26. Samples; Souvenirs.** Samples, souvenirs, publications, etc. may be distributed by Exhibitor only from within his/her Whisper Suite. The distribution of any article that interferes with the activities in or obstructs access to neighboring Whisper Suites, or that impedes aisles, is prohibited. Balloons (air or helium) are prohibited.

**27. Signs; Sign Copy; Illumination.** No "sold" signs of any nature which designate prices or notices of "sales", etc., are permitted. Electric flashers are prohibited. Should the wording on any sign or area in an Exhibitor's Whisper Suite be deemed by Management to be contrary in any way to the best interest of the Conference, Exhibitor shall make such changes or remove sign as requested by Management. Management's decision will be final in such matters.

**28. Sound Amplifying Reproducing Equipment.** Loud music or disruption will not be permitted. The use of sound systems is permissible, provided they are not audible more than 3 feet into the aisle or into neighboring Whisper Suites, and that the sound is directed exclusively into the Exhibitor's Whisper Suite. Management shall have absolute control over this regulation, the intent of which is to ensure that sound systems shall not be audibly objectionable to neighboring Exhibitors. Sound amplification may be used by an Exhibitor only for the dissemination of information to the SC2005 audience directly relating to products and/or services of the particular Company displaying such products and/or services at SC2005.

**29. Amendment to Rules.** Any matters not specifically covered by the preceding Rules shall be subject solely to the decision of Management. These Rules may be amended at anytime by Management, and all amendments so made shall be binding on Exhibitor equally with the foregoing Rules and Regulations.

**30. Agreement to Rules.** Exhibitor, self and employees, agrees to abide by the foregoing Rules and by any amendments that may be put into effect by Management.