

Exhibits are an integral part of an Audio Engineering Society Convention and provide an opportunity to observe the latest technical advances in the science of audio engineering and its allied arts. To preserve the scientific and educational nature of the Exhibits at the Convention, the Society makes the following Rules and Regulations part of the Exhibit Contract and applicable to all exhibitors.

RULES AND REGULATIONS

1. **KINDS OF EXHIBITS:** Exhibitors shall confine their displays to professional audio or associated products or equipment which are:

- regularly manufactured by them.
- sold exclusively by them.
- custom-made for them and not exhibited by the original manufacturer.
- working components in a display of a complete operating studio or system sold by them.

However, other equipment which is required for the demonstration of an exhibitor's product as described above may be used, providing it is not featured in any way.

2. **NOISE LEVELS OF EXHIBIT BOOTHS AND DEMONSTRATION ROOMS:** The maximum A-Weighted Sound Pressure Level permitted for any of the exhibit booth measured at any exterior boundary of the booth, shall not exceed 80 dB. The foregoing specifications notwithstanding, no exhibit or demonstration shall be conducted in any manner or at a sound pressure level such that, in the opinion of the Convention Chairman, creates undue disturbance to the Convention or its participants. This includes but is not limited to vocal presentations and demonstrations. All active loudspeakers should face away from the aisle or neighboring exhibit.

Exhibitors whose demonstrations inherently create mechanical or other acoustical noise shall be required to adhere to the 80 dB limitation.

The AES Convention Committee shall periodically monitor the Exhibit and Demonstration areas, and any exhibitor determined to be in violation of these sound level limits shall be issued a warning. If the violation recurs, or if a neighboring exhibitor registers a complaint, the exhibitor may be asked to discontinue that particular demonstration for the duration of the Convention. Should such violation or disturbance continue, the AES reserves the right to discontinue electrical service to that exhibit or demonstration area with no liability to, for, or against the Audio Engineering Society, Moscone Convention Center, or GES Exposition Services.

3. **SHIPMENTS:** All shipments must be directed to the official show drayage company, GES Exposition Services. No deliveries will be accepted by the Moscone Convention Center. No delivery may arrive prior to the official set-up/targeted move-in date and time. Official drayage company shipments take priority in set-up and dismantling operations. No sidewalk deliveries will be accepted. Materials must be delivered to the exhibit area by the official drayage company, under the supervision of the exhibitor or his agents.

4. **UNION REGULATIONS:** To assist you in planning your participation in your San Francisco Bay Area show, we are certain you will appreciate knowing in advance that union labor will be required for certain aspects of your exhibit handling.

Union jurisdictions prevail over moving equipment in/out of the exhibit hall that cannot be hand carried. All set-up and dismantling of exhibits including signs and layout of carpet will be done by Union personnel. This does not apply to the unpacking and placement of your merchandise. You may set up your exhibit display, if one person can accomplish the task in less than 1/2 hour without the use of tools. If your exhibit preparation, installation or dismantling requires more than one-half hour, and/or the use of tools you must use the appropriate Union personnel. One full-time company employee may supervise work with the Union crew.

Material Handling Union jurisdictions prevail over the operation of all material handling equipment, all unloading and reloading, and handling of empty containers. An exhibitor may move material that can be hand-carried by one person in one trip without the use of dollies, hand trucks, or other mechanical equipment.

Tippling: Our work rules prohibit the SOLICITATION AND/OR ACCEPTANCE of tips by any of our employees. Our employees are paid excellent hourly wages denoting a professional status and tipping is not allowed.

Safety: Standing on chairs, tables, or other rental furniture is prohibited. This furniture is not engineered to support your standing weight. GES cannot be responsible for injuries or falls caused by the improper use of this furniture. If assistance is required in assembling your booth, please order labor on the Display

Labor form and the necessary ladders and tools will be provided.

THE IBEW HAS JURISDICTION OVER THE FOLLOWING:

- Electrical distribution under carpet.
- Electrical distribution overhead and/or connections to dimmers, disconnects or sound and protection equipment.*
- Installation of lighting fixtures, track lights and power tracks including theatrical lights used as spots or floods.
- All data cable (fiber optic or copper) and co-axial cable.
- Distribution from outlets to equipment.
- Electrical apparatus or equipment wiring or repairs.
- Booth to Booth cable runs.
- Video Antenna Feed.*
- Wiring of overhead electrical signs.
- Assembly and dismantle of satellite dishes (except small dishes that are completely pre-assembled on a trailer).
- Connection of electrical motors or controls including any line wiring to machinery.
- All special and static lighting for displaying of product, booths or areas having sales demonstrations and all presentations, regardless of location. In the case of production or stages. IBEW will furnish power source to dimmer boards or disconnects and energize.* IBEW will then be responsible for obtaining power and the maintenance of all power.

THE ABOVE SERVICES ARE DONE ON A TIME & MATERIAL BASIS AND CANNOT BE PERFORMED BY OTHER UNIONS, I&D HOUSES OR EXHIBITORS.

*ALL STAGEHAND LABOR USED IN THE EXHIBIT AREA OF THE FACILITY WILL BE SUPPLIED THROUGH TSE.

Exhibit Areas and Demonstration Rooms must be cleared within the specified period after the close of the convention unless special arrangements are made prior to the convention with the AES Exhibits Manager. Any exhibitor failing to comply with this rule shall be liable for all costs, liabilities and expenses incurred by the Society as a result of such failure, and for any moving and storage charges resulting therefrom.

5. **BOOTH:** Unless an exhibitor advises the Exhibit Manager in writing thirty days prior to the Convention that he does not desire such equipment, his booth will be equipped with the following:

- A back wall consisting of curtains 8' high.
- Draped side rails 36" high.

Note: Where corner/peninsula booths exist, back walls will be draped. Additional furniture, drapes, floor covering, special signs, and booth equipment, as well as special exhibit equipment may be obtained from the official decorator.

6. **DISPLAYS:** The AES Convention Committee shall have full authority to govern the appearance of all items displayed. No exhibits or booth decorations in the area extending two feet from the back wall of the booth shall exceed a height of 8 feet from the floor, and no exhibit or booth decoration elsewhere in the booth shall exceed a height of 4 feet from the floor. Special requests for exemption from this rule must be made in writing to the Convention Committee 60 days prior to the convention. AES will notify the exhibitor in writing as to the acceptance or rejection of their request.

All booths, regardless of size and configurations, must not block the sightlines of adjoining booths. All side walls may extend two feet from the back wall or center wall, (for island and peninsula configurations), at eight feet in height, then down to a height not to exceed four feet. Island displays must have adequate access to the exhibit on all four sides.

The Society permits peninsula to have a back wall of 8 feet in height. The back side of any peninsula wall must be finished. If, in the opinion of the Exhibit Manager, is not finished to a level presentable, it will be made so at the exhibitors expense. No signs, advertising devices or materials are to be displayed or distributed outside allocated exhibit space except uniform signs as furnished by the Society.

7. **CONDUCT:** Exhibitors cannot use their exhibit areas for the sale of equipment from exhibit space. Exhibitors will not be permitted to conduct demonstrations or displays which in the judgment of the AES Convention Committee, may constitute a detriment to other exhibitors, or violate any local laws or ordinance, or interfere with the orderly flow of traffic through the Exhibit. Exhibitors and their employees shall at all times conduct themselves in an orderly fashion and shall not disparage or libel fellow exhibitors or engage in other activities detrimental to the Exhibit. The serving of alcoholic beverages by exhibitors is forbidden in their designated exhibit or demonstration areas. In accordance with convention site rules and regulations, other beverages may be served, such as coffee, tea or soft drinks, but only plastic cups may be used for serving. All food and beverage must be ordered through the Official Catering Contractor of

the Moscone Convention Center.

The AES Convention Committee reserves the right to forbid the distribution of any material which, in its sole judgment, may be objectionable. Only promotional material describing equipment approved for exhibit, pursuant to Section 1 of these Rules and Regulations, may be distributed by the exhibitor, their employees, or agents

The AES Convention Committee reserves the right, in its judgment, to exclude or close down immediately, any exhibit which violates any of the conditions of this contract or constitutes a nuisance, or where the exhibitor or his personnel have behaved in a manner detrimental to the Exhibit; and in such event, no return of exhibit space rental will be made and the Society shall have no liability whatsoever to the exhibitor, their employees, or agents.

No unauthorized person or organization shall be permitted to demonstrate, display or distribute audio apparatus or literature or other materials pertaining to audio engineering in the Exhibit area or on the designated Convention premises with the intent of using the occasion of the Convention and the presence of its registrants for the advantage of the persons or the organizations. The designated convention areas are considered the entire site of the Moscone Convention Center Complex and its associated properties, as well as any other Hotel complexes associated with the Audio Engineering Society, Inc.

8. **DECORATIONS:** The AES Convention Committee shall have full discretion and authority to regulate the mode of decoration of each booth, and may require the replacing, rearranging, or redecoration of any item, or of any booth within the Exhibit, and no liability shall be attached to the Society, or the Committee, for costs that may devolve upon any exhibitor thereby. Exhibitors using exposed dividers or back walls must make certain that the surfaces are finished in such a manner as not to be unsightly to exhibitors in adjoining exhibit space. This includes all back walls.

9. **FLOOR LOAD:** The maximum floor load is 100 pounds per square foot. If the exhibitor plans a heavy load, details should be sent in advance to the AES and arrangements should be made to skid such materials so as to distribute the weight within the proper limits. Exhibitors accept full and sole responsibility for any injury, damage, or accident to the property or person resulting from their failure, knowing or otherwise, to distribute the load of the exhibit material in conformity with the maximum floor load specifications.

10. **DEFACING THE BUILDING:** Under no circumstances may an exhibitor deface in any way the Moscone Convention Center. Exhibitors are liable for any loss or damage caused by fastening displays, fixtures, or applying paint, lacquer, adhesive or any other coating to building floors, walls, ceilings, or columns, or in any manner defacing the building housing the exhibits.

11. **SIGNS:** Exhibitors shall not display signs which list the prices of equipment or services, or signs which state "Sold to...". No electric or flashing signs, or signs involving the use of neon or similar gases shall be permitted in the Exhibit, unless approved in writing by the Convention Committee.

12. **FLAMMABLE/NOXIOUS MATERIALS:** Flammable and/or noxious fluids, substances or materials of any nature including decorative materials which are not flameproof or are of a noxious nature, use of which is prohibited by Federal, State and City fire and environmental regulations, shall not be used in any booth. Materials and substances which are flameproof or have been treated in accordance with Federal, State and City fire regulations may be used if accompanied by certification documents. Certificates must be available for Fire Department inspection at all times during the Exhibit and must be shown to representatives of the official decorator for inclusion in their reports to the Fire Department and the Moscone Convention Center.

13. **SAFETY DEVICES:** The exhibitor shall have full responsibility for compliance with Federal, State and City regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment.

14. **DEFAULT IN OCCUPANCY:** Any exhibitor failing to occupy space contracted for will not be entitled to any refund of the rental charge of such space as provided in the signed contract, except to the extent of the rental charges paid by another exhibitor for such space, less such additional costs and expenses as the Society may incur due to the failure to occupy space. If the space is not occupied by the time set for the completing of installation of displays, such space may be possessed by the Convention Committee for such purposes as it may see fit, in which case the exhibitor shall be deemed to have forfeited all rights to the space and the moneys paid for rental of the space as liquidated damages for his breach.

15. **ASSIGNMENT & SUBLETTING:** Without the written consent of the Convention Committee, exhibitors shall not assign their rights under their contract for exhibit space, or any part thereof, not sublet their space, or any part thereof, not exhibit or offer for sale, give as a premium, or advertise, any merchandise other than that regularly manufactured or exclusively sold by them and approved for exhibit by the Convention Committee pursuant to Section 1 of these Rules and Regulations. Rulings of the Convention Committee shall in all instances be final with regard to use of any exhibit space.

16. **CANCELLATION:** See Contract

17. **EXHIBITORS' PERSONNEL:** Exhibitors' both personnel shall be restricted to owners, executive employees, and representatives of the exhibiting company and shall total no more than eight (8) for the first 100 square feet of exhibit space and 2 for each additional 100 square feet of exhibit space. Exhibitor personnel wishing to attend technical sessions may do so by wearing the special badge provided each exhibitor for this purpose. The exhibitor agrees to indemnify the Audio Engineering Society, Inc., its committees, members, agents, and employees, against, and hold it harmless for, any claims, loss, liability, or damage arising out of the acts, omissions, conduct or negligence of the exhibitor, his agents, employees or representatives.

18. **RELOCATION OF AND ENTRY TO EXHIBITS:** The Convention Committee reserves the right to alter locations of exhibits, or of booths, if deemed necessary in the best interest of the Exhibit generally.

Exhibitors recognize that from time to time it may be necessary to connect electrical, air or other lines from outlets in their space in order to serve exhibitors in adjacent or nearby spaces. Exhibitors herewith grant consent to such necessary hookups and confer upon the Committee and its agents and the Moscone Convention Center and its authorized personnel the right to have access to make such hookups and to maintain or repair such hookups should the need arise.

19. **INSURANCE:** The Audio Engineering Society, Inc., and/or Greyhound Exposition Services, and/or the Exhibit Convention Site will not be responsible in any way for the safety of any exhibit or materials against fire, water, theft, accident or any cause nor for the loss or damage to goods consigned to its care. It is expressly understood that an exhibitor shall indemnify and hold AES harmless against any subrogated claims asserted by the exhibitor's insurance company. However, every effort will be made to protect exhibitors' property. You are advised to consult your insurance broker for proper coverage on any of your display material from the time it leaves your Company's premises until its return. In most cases a rider can be added to your present policy for a very nominal cost.

20. **PROPERTY PASS:** Exhibitors who must remove any equipment from the Exhibit Area must obtain an authorized Property Pass from the Exhibit Floor Manager. The Property Pass will be dated and clearly list a description as to model number and/or serial number, manufacturer, etc., of each item to be removed from the Exhibit Area.

21. **LIMITATION OF LIABILITY:** The exhibitor shall make no claims directly or indirectly through its insurance company, against the Audio Engineering Society, its committees, members, agents, employees, the Moscone Convention Center or the Hotels, for any reason whatsoever, including negligence, for loss, theft, damage or destruction of goods; or for any injury to himself, his agents, or employees, while in the Exhibit quarters; or for any damage of any nature or character whatsoever, including any damage to his business by reason of the failure to provide space for the exhibit, or the removal of the exhibit; or for any action or omission of any nature of the Audio Engineering Society, or its committee members, agents, or employees; provided that if, for any reason whatsoever, the Convention and Exhibit shall not be held as scheduled, this contract shall refund the rental charge to the exhibitor less the exhibitor's proportionate share of all expenses incurred by the Society with respect to the Exhibit, and such refund shall be in full discharge of all claims which the exhibitor may have against the Society.

22. **EXHIBITOR ACCESS TO THE EXHIBITS:** Exhibiting personnel with the proper badge will be allowed access to the exhibits during move-in for as long as the decorating company has labor on the floors, (typically no earlier than 7:30 a.m. and no later than 9:00 p.m.). During show hours and two hours before the opening of the show, (special exemptions must be made in writing to the exhibits manager with a list of personnel that would need to access to the show floor, and the exact times needed for access to the show floor. The exhibitor will also be liable for any extra security expenses that may be incurred by the Society for the exemption). During move-out access is permitted as long as the decorating company has labor on the floors, (typically no earlier than 7:30 a.m. and no later than 9:00 p.m.).

23. **AGE RESTRICTION:** No one under the age of 12 years of age will be allowed access to the exhibit area at any time, including set up, show days, and dismantle/tear down.

24. **AGREEMENT TO RULES:** Each Exhibitor, for himself, his agents, and employees shall abide by the foregoing rules and regulations, and by any amendments or additions thereto that may hereafter be established or put into effect by the Convention Committee, and each exhibitor shall comply with all rules and regulations of any Federal, State or Municipal governmental authority affecting this Exhibit.

Subject to change 7/22/04