

## RULES AND REGULATIONS

Exhibitor hereby agrees to be bound by all exposition rules and regulations. Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations; (ii) any rules or regulations of the facility where the exposition is held; (iii) the terms of all leases and agreements between BuildGreen, RD/GBE, and the managers or owners of said facility; (iv) the terms of any all leases and agreements between BuildGreen, RD/GBE, and any other party relating to the exposition. Exhibitor shall not, nor shall Exhibitor permit others to do anything to the booth or do anything in the facility which would cause a difference in conditions from those previously approved by the insurance carrier of BuildGreen, RD/GBE or the owners or managers of said facility, which will in any way increase premiums payable by any of said parties, any such increase resulting from violations of this section.

**Cancellation Policy:** Sponsors and/or exhibitors shall have the right to cancel this agreement at any time by written notice to BuildGreen. Exhibitors or sponsors cancelling all or part of this agreement on or before September 14, 2009 will receive a refund of payments made, less a nonrefundable administrative fee of \$100. No refund will be made on cancellations received after September 14, 2009. BuildGreen reserves the right to resell any sponsorship or exhibit space cancelled by a Sponsor or Exhibitor.

**Booth Space Assignments:** BuildGreen show management will make every effort to assign booth space as requested. Exposition Management reserves the right to make the final determination of all space assignments in the best interest of the Exposition. Exposition Management reserves the right to accept or refuse an exhibitor application at its discretion. Exposition Management reserves the right to alter the exhibit floor plan or change space assignments in case of an emergency and/or in the best interest of the exposition. No contract will be in force until signed by Exposition Management.

**Exhibit Booth Configuration:** BuildGreen will provide the following: a 10' x 10' standard booth; a 7" x 44" two-line identification sign listing company name and booth number; an 8' high back drape and 36" draped sidewalls. Standard in-line booths may not exceed a back wall height of 8', and no part of the exhibit or equipment may exceed a height of 4' in the front half of the booth. No exhibit is permitted to obstruct the view of adjacent booths. Exposition Management reserves the right to direct revisions, at exhibitor expense, of any exhibit that does not comply with these guidelines.

**Installation and Dismantling:** Until full booth fee has been received, Exhibitor will not be allowed to set up, nor will freight be delivered to booth. All exhibit set up must be completed by exposition opening, and no booth may be dismantled prior to the official closing.

**Hospitality:** Only organizations with booths space contracted in the exposition hall may use function space in any official BuildGreen conference facilities for hospitality purposes. All requests for hospitality events must be directed to RD/GBE for approval. Hospitality events may not be open during official program hours, which include exhibit hours and conference social events. Sponsors and/or exhibitors are not permitted to display equipment or products or to conduct product demonstrations in suites or sleeping rooms during the BuildGreen conference.

**Responsibility:** If an Exhibitor or Sponsor fails to comply in any respect with the terms of this agreement, BuildGreen will have the right, without notice to the Exhibitor or Sponsor, to offer said space or sponsorship to another partner, and/or to use said space in any manner. This will not be construed as affecting the responsibility of the Exhibitor or Sponsor to pay the full amount specified by the contract.

**Care of Building and Equipment:** Exhibitors and their agents shall not injure or deface the walls, floors, or any part of the exhibit building, or any booth materials and equipment of another exhibitor, contractor, or Exposition Management. When such damage appears, the exhibitor causing such damage is liable to the owner of the property so damaged.

**Use of Space:** Each exhibitor agrees to the following:  
Sale or Distribution of Merchandise Distribution of product/service literature may be made only within the booth space assigned to the exhibitor presenting such material unless otherwise determined by a specific sponsorship program. Organizations not assigned booth space in the

Exposition Hall will not be permitted to solicit business. Only customary/descriptive product literature and samples may be distributed to conference registrants. Food or drink may be distributed from exhibit booths only upon approval from BuildGreen show management. Subleasing Space: Exhibitor may not assign, sublet or apportion space in whole or in part, nor exhibit any products or services other than those manufactured or handled in the normal course of his business, nor permit any agent or any exhibiting firm to solicit business in said space. Display Policies: Distribution of literature, promotional materials and samples must be confined within assigned exhibit space. Aisles cannot be used for exhibit purposes, displays, or distribution of materials. Promotional activities must be limited within the assigned exhibit space. Exhibitors are responsible for keeping aisles clear near exhibit space, and ample space must be provided for the safety of attendees.

**Labor:** In order to confirm to union contract rules and regulations, it will be necessary for Exhibitor to use qualified union personnel for the various services required for installing and dismantling exhibits, and for material handling within the exposition. The handling, placing, or setting out of merchandise and/or literature to be displayed does not require labor, and may be done by the Exhibitor.

**Greening Practices:** It is understood that all Exhibitors will be sent greening guidelines that apply to Exhibitor activity. Upon receipt, all exhibitors must complete the exhibitor greening practices indicating what your company complies with. A compilation of exhibitor responses and summary of practices may be available on the conference web site.

**Fire & Safety Codes:** The Exhibitor is responsible for knowledge of any compliance with all fire and safety codes established by exhibit facility. Booth decorations must be flame proofed, and all hangings must clear the floor. Electrical wiring must conform with all federal, state, and municipal government requirements, and with National Electrical Code Safety Rules. If inspection indicates that an Exhibitor has neglected to comply with these regulations or otherwise incurs fire hazards, the right is reserved to cancel at Exhibitor's expense all or such part of the exhibit as may be not in compliance.

**Storage:** Boxes and packing crates are not permitted in the booth during the conference. If appropriately marked, they may be stored and will be returned at the conclusion of the conference. Boxes and crates not claimed, after the closure of the conference, will be removed at the exhibitor's expense. Exposition Management is not responsible for damage to the boxes or crates and/or their contents.

**Americans With Disabilities Act:** Each exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to the Americans with Disabilities Act (ADA). Compliance with the ADA is mandatory for all exhibitors, and the sole responsibility is that of the exhibitor so far as ADA relates to the exhibitor's space.

**Liability & Insurance:** The exhibitor is responsible for any claims arising out of its own negligence, or out of the negligence of its employees or agents. Exposition Management will endeavor to protect exhibitor property through contracted security personnel in the exhibit hall. The exhibitor shall be responsible for protecting its own property to its full value, either through purchased insurance or self insurance. Exposition Management will not assume responsibility for any loss or damage to exhibitor property. In holding the Exposition, Exposition Management does not act as the agent of the exhibitor, the facility, the General Service Contractor, or any other party. Claims against any party other than Exposition Management are to be submitted directly to the party involved. The exhibitor agrees to take all necessary steps, including hiring counsel, and paying all costs incurred due to any claims brought upon Exposition Management.

**Security:** BuildGreen, the show facility, and any other officer or staff member thereof will not be responsible for the safety of the property of the Exhibitor, his agents, or employees, from theft, damage by fire, accident, or any other cause. Exhibitor is required to provide all insurance and/or policy writers to cover all booth contents.

**Other:** Any matters not specifically detailed above shall be respectively determined by Exposition Management solely. These rules and regulations are drawn to provide exhibitors a regulated and successful exposition.