



2017 EXHIBITING TERMS & CONDITIONS

CHARLOTTE CONVENTION CENTER, NC • MARCH 26-28, 2017

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1. GENERAL INFORMATION

- A.** Exhibitors must comply with the general contractor's (Freeman) Rules and Regulations as set forth in the exhibitor service manual.
- B.** The signed application and acknowledgment by the Lifesavers Conference, Inc., and/or its agent constitutes a contract between Lifesavers and the exhibitor. All and any matters not specifically covered in these articles are subject to final decision by Lifesavers.
- C.** Any exhibitor whose proposed exhibit is in keeping with the educational intent of Lifesavers may apply for space.
- D.** Lifesavers reserves the right to reject applications with or without cause, in its sole discretion. Exhibitors are expected to read and abide by the rules and regulations as may be provided by Lifesavers. Exhibitors must also comply with all rules and regulations of the Charlotte Convention Center. Lifesavers shall have full power to interpret, amend, and enforce these rules and regulations, which may include of removal of exhibitor from the Conference.
- E.** Lifesavers assumes no responsibility for any arrangements, contracts, purchases, or disputes between conference attendees and the exhibitor. Exhibitor is responsible for handling all questions and disputes from conference attendees who purchase items or services from exhibitor. Lifesavers does not endorse or affirm the quality of products or services provided by the exhibitor.

2. PAYMENT/CANCELLATION POLICY

Application for booth space must be accompanied by payment. Applications received without payment will not be processed. Cancellation requests must be made in writing. Refund is based on date received: by February 24, 2017 - refund minus 50% fee, after February 24, 2017 - no refund. Lifesavers may terminate this Agreement at any time for any reason up to 14 days prior to the conference upon written notice to exhibitor.

3. EXHIBIT BOOTH PROVISIONS

- A.** Each booth is equipped with a draped six-foot table, two chairs, wastebasket, and a 7"x 44" identification sign with the exhibitor's name and booth number. Please note: booths are not carpeted - aisles are carpeted in blue, booths are draped in black. Any additional furnishings may be purchased through Lifesavers' decorator, Freeman, and shall be the sole expense of exhibitor.
- B.** Fees for electrical outlets, internet connection, etc., are the responsibility of the exhibitor.
- C.** Exhibit installation hours are 12:00pm to 6:00pm on Saturday, March 25 and 7:30am-12:00pm on Sunday, March 26. No exhibit may be installed after the exhibition opens to registrants.

Space not occupied by the time designated will be forfeited by exhibitor and the space may be resold, reassigned or used by Lifesavers without refund. Exhibits cannot be dismantled prior to the close of the exhibit hall at 4:30pm, Monday, March 27.

- D.** Exhibitors are not permitted to sublet or share space.
- E.** Exhibits that include audiovisual equipment or any noise-making machines may not disturb other exhibitors or their patrons and all exhibits will be operated in a way that will not detract from other exhibits, the exhibition, or the Conference as a whole. Lifesavers reserves the right in its sole discretion to evict or request withdrawal of any exhibitor who, because of noise, conduct, method of operation or other distraction, in the sole discretion of Lifesavers detracts from the Conference. Should an eviction occur, the exhibitor forfeits all monies paid and is not entitled to a refund. If an exhibitor is asked to remove an exhibit, or part thereof, and fails to do so promptly, Lifesavers may remove the exhibit or part thereof, at exhibitor's sole expense. Lifesavers will not be liable for any damage to any party for the removal, whether in whole or in part, or prohibition of the exhibit deemed unsuitable to the character or purpose of the exhibition.
- F.** Specifications and limitations regarding the exhibition of vehicles are agreed to as stated in this document.
- G.** No copyrighted music can be played at this event. Exhibitors must notify Lifesavers of any audio or video recordings (and the intended use of such recordings) of conference attendees that will take place at their booth. Lifesavers reserves the right to record the conference events, including exhibitors, as determined in the sole discretion of Lifesavers.
- H.** Lifesavers shall have sole discretion as to the placement of exhibitor space. Lifesavers reserves the right to alter the floor plan.
- I.** Displays can in no way obscure or interfere with other booths. Should any portion of an exhibit that obstructs the view, interferes with the privileges of other exhibitors, extends beyond the designated booth space or for any reason becomes objectionable, must be immediately modified or removed by the exhibitor at Lifesavers' request. Lifesavers reserves the right to inspect the quality of the appearance of each booth prior to show opening. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions. All demonstrations or other promotional activities must be confined to the limits of the exhibit space.
- J.** 30% Site Line Rule: There must be access from all four sides of an island booth with a 40% see-through effect from front to back and side-to-side. A sketch or blueprint of the layout for all island exhibits must be submitted to ATS for approval by February 24, 2017

4. EXHIBITING VEHICLES

Exhibitors need to notify Lifesavers' decorator, Freeman if exhibiting a vehicle. Any exhibitor exhibiting a vehicle must provide proof of insurance for the vehicle and shall be responsible for any damage or destruction to or caused by such vehicle. Freeman will schedule and coordinate moving vehicles into exhibit hall. Please note on the exhibit application if you plan to exhibit a vehicle, which will require the purchase of two spaces. You are responsible for vehicle spotting fee.

The following are the Charlotte Fire Department's minimum fire safety requirements for public display of motor vehicles:

- Fuel tanks, unless never having held fuel, shall be maintained at less than a ¼ tank of fuel. Caps for fuel tank fill pipes shall be of the locking type and maintained locked. If it is not practical to attach such a cap, an alternate method may be employed with permission of the Charlotte Fire Department.
- Electrical System: The electrical system shall be de-energized. This will be one by one of the following: remove the battery, remove the battery cable, or disconnect one battery cable and cover it with electrical tape or other similar insulating material.

5. SECURITY / LIABILITY / INSURANCE

- A.** Lifesavers will provide 24-hour security in the exhibit hall beginning at 6:00pm on Saturday, March 25, 2017, until close of exhibit show at 4:30pm on Monday, March 27, 2017 and will endeavor to protect exhibit property during the closed hours of the exhibit hall. However, full responsibility for the exhibit, equipment, signs, and other material in the booth remains with the exhibitor and Lifesavers makes no warranty, expressed or implied, that security measures will avert or prevent occurrences that may result in loss or damage. The safekeeping of the exhibitor's property shall remain the sole responsibility of the exhibitor. After exhibit hours, only properly identified personnel or exhibitors may enter the exhibit hall.
- B.** Lifesavers will not be liable for loss or damage to the property of exhibitors or their representatives or employees from theft, fire, accident or any other causes. Lifesavers will not be liable for injury to exhibitors or their employees or for damage to property in their custody, owned or controlled by them, which claims for damages, injury, etc., may be incident to or arise from, or be in any way connected with their use or occupation of exhibitor space. The exhibitor agrees to fully protect, indemnify and hold harmless Lifesavers, Charlotte Convention Center and any other parties at interest against all claims, losses or damages to persons or property, governmental charges or fines and attorney fees arising out of or caused by installation, removal, maintenance, occupancy or use of the exhibition premises or any part thereof.

- C.** Exhibitors acknowledge that Lifesavers, its employees or contractors and the Charlotte Convention Center do not maintain insurance covering exhibitor property and that it is the sole responsibility of the exhibitor to obtain business interruption and property damage covering such losses by the exhibitor. Exhibitor shall provide proof of insurance to Lifesavers upon request.
- D.** Exhibitors shall not deface any part of the exhibit facility. Nothing may be posted, nailed, affixed, or otherwise attached to any part of the walls, floors, ceiling, furniture, or other property of the facility or Freeman. Any costs arising out of any acts or omissions on the part of the exhibitor, its agents or employees will be the sole responsibility of the exhibitor.
- E.** In the event that the Exhibit Show is canceled due to circumstances not within the control of Lifesavers (such as fire, acts of God, war, labor strikes, picketing, civil disturbances, terrorism, government regulation, shortage of materials, curtailment of transportation to facility to hold the exhibit, show or conference), then a full refund of application fees paid to Lifesavers will be made, minus a 25% processing fee. In no event will Lifesavers provide any refunds of airline tickets, hotel charges, or any other costs, fees, or charges incurred in connection with exhibitor's attendance of the event.
- F.** Lifesavers assumes no liability for the termination of this Agreement.
- G.** Violation of any of the terms of this Agreement by the exhibitor or his or her employees or agents shall at the option of Lifesavers forfeit the exhibitor's right to occupy space and such exhibitor shall forfeit to Lifesavers all monies paid or due. Upon evidence of violation, Lifesavers may take possession of the space occupied by the exhibitor, and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages that Lifesavers may incur thereby.
- H.** This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all previous Agreements and proposals. This Agreement shall be interpreted and construed by the laws of the Commonwealth of Virginia and the parties agree that any suit arising out of breach of the Agreement must be brought in the Commonwealth of Virginia and jurisdiction over the matter and the parties and venue properly lies in the Commonwealth of Virginia.

6. FIRE SAFETY

All materials used in booth, including decorations, must be flame retardant. Exhibitors assume all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. No combustible, hazardous, or other dangerous material will be stored in or around exhibit booths, with the only exception being for exhibiting vehicles as provided in this Agreement.