EXPOSITION RULES & REGULATIONS

Codes & Agreements. As a LeadingAge California Exhibitor, we agree to be bound by these "Rules and Regulations of the Exposition." We further agree to adhere to and be bound by (1) all applicable fire, utility and building codes and regulations; (2) any rules or regulations of the facility where the Exposition is held; (3) the terms of all leases and agreements between LeadingAge California and the managers or owners of said facility; and (4) the terms of any and all leases and agreements between LeadingAge California and any other party relating to the Exposition. Exhibitor shall not, nor 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 carriers of LeadingAge California, or the owners or managers of said facility, which will in any way increase premiums payable by any of the parties. A ruling declaring any part of this agreement invalid shall not affect the validity of the rest of the agreement.

Space Assignments. Leading Age California shall use its best efforts to locate the Booth in one of the locations designated by the Exhibitor; on the booth layout map to provide physical separation of the booths of those competitors from whom Exhibitor has requested such separations. Notwithstanding the above, Leading Age California reserves the right to change location assignments at anytime, as it may in its sole discretion deem necessary.

Hospitality Suites and Private Parties. Only LeadingAge California exhibitors shall be authorized to use hospitality suites in the official hotel. Hospitality suites and private parties shall not be open during regularly scheduled hours of meetings, exhibits or other LeadingAge California functions. Exhibitors who schedule private functions in conflict with official LeadingAge California events will not be eligible to exhibit at LeadingAge California for two years.

Food Sampling. Exhibitors who sell food products as part of their normal business activities may provide samples of said products to attendees without penalty. Any food to be given away that is not part of exhibitor's normal business activities must be contracted through the exhibit hall's catering department or designated caterer. Exhibitor will be responsible for cost of said food and any fees associated with serving the food samples. Furthermore, Exhibitor agrees to comply with guidelines for food sampling outline by Exhibit Hall. Ample facilities must be provided by each Exhibitor within the confines of his/her own booth for the collection of refuse. Waste containers must not be placed in the aisles.

Literature. Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor's booth. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the convention center or any hotels included in the official LeadingAge California housing block. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Handling and Storage. LeadingAge California and the owners or managers of the facility where the Exposition is to be held shall not accept or store display materials or empty crates, and Exhibitor shall make its own arrangements for shipment, delivery, receipt and storage of such materials and empty crates. Such arrangements may be made through the Official Drayage if desired, and Exhibitor shall, in any event, provide the Official Drayage with copies of all bills of lading. All shipments and deliveries to the Exposition shall be prepaid. Exhibitor shall not incur any obligation to the Official Drayage merely by reason of providing copies of any bills of lading hereunder.

Exclusion. LeadingAge California shall have the right to exclude or to require modification of any display or demonstration, which in its sole discretion, it considers unsuitable to or not in keeping with the character of the Exposition. LeadingAge California shall have the right to prohibit the use of amplifying equipment or music, which in its sole discretion, it considers objectionable. LeadingAge California shall have the right to demand modification of the appearance of dress of persons or mannequins used in connection with displays or demonstrations.

Staffing. Booths shall be staffed by registered and badged personnel during regular show hours. Unstaffed exhibits are subject to a penalty charge of \$100 per day, in addition to removal from the Exposition.

Liability. This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between LeadingAge California and Exhibitor. It is mutually agreed that the Exhibitor will indemnify, hold harmless and defend LeadingAge California from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever (including but not limited to cost, interest and attorney's fees) which LeadingAge California may incur, suffer, be put to, pay or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that LeadingAge California, and their respective agents and employees, shall not be responsible in any way for (1) damage, loss or destruction of any property of Exhibitor or (2) injury to exhibitor or its representatives, agency, employees, licensees or invitees. The Exhibitor expressly waives all claims for any such loss.

Exhibitor shall be fully responsible to pay for any and all damages to property owned by Pasadena Convention Center, its owners or managers, which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, Pasadena Convention Center, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the Exposition premises, the Pasadena Convention Center, or any part thereof.

Children on Exhibit Floor. For their own safety and protection children are not permitted on the exhibit floor during installation and dismantle hours. Children will only be permitted in the exhibit hall during exhibiting hours.

Cancellation or Postponement of Exposition. In the event that the Exposition is postponed due to any occurrence not occasioned by the conduct of LeadingAge California or Exhibitor, whether such occurrence be of an Act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not partly or privy to this Agreement, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation of the Exposition, the obligations of the parties under this Agreement shall be automatically terminated and all payments made under this Agreement shall be refunded to Exhibitor, less a pro rata share of expenses actually incurred by LeadingAge California in connection with the Exposition.

Cancellation of Agreement. Exhibitor shall have the right to cancel this Agreement at any time by written notice to LeadingAge California. In the event of such cancellation, received on or before December 31 shall be refunded the total paid less non-refundable deposit. No refunds will be made on cancellations received after December 31. Transfers and/or substitutions are not allowed. Under all circumstances, LeadingAge California retains the right to re-sell any booth space cancelled by Exhibitor.

Security. LeadingAge California shall provide guard service throughout the hours of installation, show and dismantling period, and exercise reasonable care for the protection of the exhibitors; materials and display. Beyond this, LeadingAge California, the show facility, or any officer or staff member thereof will not be responsible for the safety or the property or 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 riders to cover all booth contents.

Arrangements of Exhibits. Standard booth backgrounds and side rails, decorated with bengaline curtains and uniform one line signs are provided without charge. Booth backgrounds are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear background of each booth, display material may be placed up to a height not exceeding eight feet from the building floor. In any portion of the booth beyond five feet from the rear background of the booth, all parts of the exhibit shall be placed not to exceed four feet from the building floor. Peninsulas, Perimeter Booths, Islands, oversized equipment or vehicles will be permitted to a maximum height of 12 feet provided written approval is received from LeadingAge

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California at least 60 days prior to the Exposition. Exhibits not conforming to these specifications, or which, in design, operation, or otherwise, are objectionable in the opinion of the management, will be prohibited.

Union Jurisdiction. In order to conform to union contract rules and regulations, it will be necessary that all Exhibitors use qualified union personnel for the various services required for installation and dismantling of exhibits and for material handling within the show.