

## YOUR AGREEMENT WITH ACC

1. Defined Terms

The terms "ACC Management" as used herein shall mean the American College of Cardiology.
2. Eligibility
  - a) ExpoSuites can be secured only by contracted ACC.10 exhibitors.
  - b) If the exhibitor cancels or defaults on exhibit space, the contracted ExpoSuite will be revoked and cancellation fees will apply, as outlined in these Rules.
3. Terms of Payment
  - a) Full payment is required with application.
  - b) Exhibitors requesting ExpoSuites after Feb. 5, 2010, will be required to overnight payment in order to hold an ExpoSuite.
  - c) Exhibitors may pay by check in U.S. funds drawn on a U.S. institution; by wire transfer; or by Visa, MasterCard, Discover or American Express credit cards. Checks drawn on non-U.S. banks will be returned to applicants, which will delay the approval process of the Application. Companies paying by wire transfer must cover all applicable transfer fees assessed by both the sending and receiving banks. Please note that all credit card payments will be assessed a 3% processing fee at the time the charge is processed. This fee is non-refundable.
  - d) Mathematical errors in the Total Amount Due section of the Application will be disregarded. Accurate applicable amounts, according to the rate schedule and date the payment was received by ACC, will be charged. These charges include the ExpoSuite space payment and the non-refundable 3% credit card processing fee.
4. ExpoSuite Space Cancellation Policy

As only contracted exhibitors may retain ExpoSuite space, cancellation of exhibit space automatically results in cancellation of ExpoSuite space. In the event of said cancellation, all cancellation terms as outlined in these Rules and Regulations will apply. The following cancellation terms apply, regardless of how an ExpoSuite space is cancelled:

  - a) Notification of an exhibitor's decision to cancel or reduce exhibit space or ExpoSuite space must be submitted in writing to:  
Susan Kryz  
Director, ACC Exposition  
2400 N Street, NW  
Washington, DC 20037  
Faxes accepted: (866) 353-0509 or (202) 375-6838  
E-mails including signatures (scanned): [skryz@acc.org](mailto:skryz@acc.org)
  - b) It is the responsibility of the exhibiting company to ensure that its cancellation/reduction notification has been received by ACC. Exhibiting companies are advised that cancellation/space reduction requests are recorded on the date the notification is received by ACC, rather than the date on which it was sent (if different). All exhibitors faxing cancellation/reduction notification are requested to follow-up with an e-mail and/or phone call requesting confirmation of receipt of cancellation/reduction by ACC.
  - c) The date of receipt will be the official cancellation/reduction date. Exhibiting companies that cancel/reduce ExpoSuite space will be subject to fees based on the date of receipt as follows:
    - If the exhibitor cancels or reduces ExpoSuite space before Jan. 15, 2010, the exhibitor will pay as liquidated damages 50% of the total contracted ExpoSuite space fee.
    - If the exhibitor cancels or reduces space on or after Jan. 15, 2010, the exhibitor will pay as liquidated damages 100% of the total contracted ExpoSuite space fee.
  - d) ACC retains the right to utilize cancelled ExpoSuite space at its discretion.
5. No-Show Policy
  - a) Any ExpoSuite unoccupied by 5:00 p.m. on March 13, 2010, will be regarded as a "no-show." The exhibitor will have been deemed to have cancelled the ExpoSuite contract, and, as such, the exhibitor will pay as liquidated damages 100% of the total contracted space fee and will not be awarded any priority points for ExpoSuite space for ACC.10. All freight will be removed from the exhibitor's ExpoSuite and returned to the loading dock at the exhibitor's expense, and ACC will be free to assign the space to other exhibiting companies or utilize the space at its discretion.
  - b) In addition, should the exhibitor fail to make any payment by the specified dates in the ExpoSuite Contract or invoice, ACC Management reserves the right to re-sell or reassign an ExpoSuite without any liability on its part. This clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in its ExpoSuite Contract.
6. Miscellaneous

Once signed by the exhibitor and ACC, the Application & Contract for ExpoSuite Space is irrevocable, and the rights of ACC under this Contract shall not be deemed waived except as specifically stated in writing by an authorized representative of ACC. The exhibitor further agrees that on acceptance of this agreement by ACC, with or without appropriate or timely payment of any and all fees, the ExpoSuite agreement shall become binding and enforceable in accordance with its terms. This Contract will be binding on the exhibitor's and ACC's successors. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision, and the invalid term, clause or provision shall be deemed to be severed from the agreement.
7. Applicability, Interpretation and Governing Law

These ACC ExpoSuite Rules and Regulations ("Rules") are part of the ExpoSuite Contract between the exhibitor and ACC Management. ACC Management shall have the authority to interpret and enforce these Rules. All matters not covered by these Rules are subject to the decision of ACC Management. All decisions so made shall be as binding on all parties as the original Rules. The exhibitor or its designated representative is responsible for familiarizing itself with all Rules. The exhibitor or its Representative that fails to observe these conditions or the terms of the ExpoSuite Contract may be ejected from the contracted ExpoSuite without refund.
8. Revocation

ACC Management reserves the right to revoke the ExpoSuite Contract at its sole discretion.
9. Applicable Law

Any claim or cause of action arising out of this agreement shall be governed exclusively by the law of the District of Columbia without regard to its conflict of laws principles. Any claim or cause of action arising under this agreement shall be adjudicated exclusively in the local or federal courts of the District of Columbia. The exhibitor hereby submits to the personal jurisdiction of the courts located in the District of Columbia.
10. Amendments

These Rules and Regulations may be amended at any time by ACC, and all amendments so made shall be binding on exhibitors equally with the original Rules and Regulations.
11. Indemnification
  - a) Each exhibitor, in making application for space, agrees to protect, indemnify and hold harmless the following parties (including, but not limited to): ACC, the Georgia World Congress Center, GES Exposition Services, and their officers, directors, agents, contractors and employees from any and all claims, liability, damages or expenses asserted against them or incurred by them as a result of, or in connection with, any loss of or damage to property, or

injury to persons resulting from, arising out of or in any way connected with the negligence, wrongful acts of or breach of contract by the exhibitor or its agents, servants or employees.

- b) Each party involved in the exposition agrees to be responsible for any claims arising out of its own negligence or that of its employees, agents or contractors.

### 12. Liability and Insurance

- a) ACC shall in no event be liable to an exhibitor for any lost business opportunities or for any other type of indirect, consequential or other type of damages alleged to be due from a breach of this contract or other arising under this agreement or in connection with ACC.10. It is understood and agreed that the sole liability of ACC to the exhibitor for any breach of this contract or for any other cause of action under any theory of liability arising under this agreement or in connection with ACC.10 shall be limited to refund of all amounts paid by the exhibitor to ACC pursuant to this contract, as an exclusive remedy.
- b) The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract comprehensive general liability insurance against claims for bodily injury or death and property loss or damage occurring in or upon or resulting from the premises leased by ACC. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$2,000,000. Such insurance shall name ACC and the Georgia World Center as additional insureds. The exhibitor shall be required to provide ACC with said certificate of insurance indicating the appropriate insurance coverage. All questions should be directed to ACC Management at (202) 375-6185.
- c) ACC will bear no liability for personal injuries, whether suffered by an exhibitor, its employees, its contractors, agents or business invitees. ACC will also assume no liability for loss or damage to the property of an exhibitor, its employees, its contractors, agents or business invitees, regardless of the cause, unless such injury or damage results from, or is caused directly or exclusively by, the negligence or wrongful acts of ACC.
- d) Exhibitors must obtain insurance policies covering the transporting of their ExpoSuite materials from their home base to ACC.10, during ACC.10, and return. Exhibiting firms must also have public liability and property damage insurance including product liability.
- e) Exhibitors are liable for any damage caused to ExpoSuite floors, walls, columns, or to standard ExpoSuite furnishings and equipment, or to other exhibitors' property. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building columns and floors, or to ExpoSuite furnishings and equipment. The contracted exhibitor is responsible for all personal & corporate property placed in ExpoSuite space.

### 13. Exposition Cancellation by ACC

- a) ACC may terminate the exhibitor's Contract and/or ACC.10 (or part of it) when ACC, in its sole discretion, believes that (a) the premises in which the Exhibition is or is to be conducted has become unfit for occupancy, or (b) the holding of ACC.10 or ACC's performance under the Contract is substantially or materially prevented or interfered with by a cause or causes not reasonably within ACC's control. ACC is not responsible for delays, damage, loss, increased costs or other unfavorable conditions which arise as a result of such termination. Furthermore, in the event of such termination, ACC may retain such part of the exhibitor's ExpoSuite fees as shall be required to recompense ACC for expenses incurred up to the time of such termination or incident to such termination, with no liability for either party to the Contract. The exhibitor waives all claims for damages or recovery of payments made, except for the return of the pro-rated amount paid for ExpoSuite space less expenses incurred by ACC.
- b) The above phrase "a cause or causes not reasonably within ACC's control" includes but is not limited to: fire; casualty; flood; epidemic; earthquake; explosion; accident; blockage; embargo; inclement weather; act or threat of terrorism; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure necessary labor; technical or personnel failure; lack of or impaired transportation facilities; inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment or services; orders or restraints imposed by civil defense, military or other types of governmental authorities; or acts of God; or such circumstances making ACC's performance impossible or commercially impracticable in its sole discretion.

## YOUR EXPOSUITE ASSIGNMENT

### 14. Space Assignment

Although ACC will attempt to accommodate exhibitor requests for specific ExpoSuite spaces, no guarantees can be made that the exhibitor will be assigned the specific ExpoSuite(s) requested.

### 15. Relocation of ExpoSuite

ACC reserves the right to alter locations of ExpoSuites as shown on the official floor plan, if deemed, in the sole discretion of ACC, to be advisable or in the best interests of ACC.10.

## USING YOUR EXPOSUITE

### 16. ExpoSuite Usage

- a) The exhibitor agrees to utilize the ExpoSuite(s) for face-to-face client meetings, exhibitor personnel meetings, or hospitality functions during ACC.10.
- b) Formal presentations or any other educational symposia, sessions, or activities are not allowed at any time within the exhibitor's assigned ExpoSuite. Any exhibitor violating this clause will lose access to their assigned ExpoSuite and will incur a priority points violation.
- c) A Satellite Event Request Form (SERF) must be completed for all events held within the ExpoSuite. Registration fees for non-CME/CE events being held within ExpoSuite space will be waived. Non-CME/CE satellite event categories and descriptions may be found on the Expo Web site at [www.expo.acc.org](http://www.expo.acc.org). (click on "Satellite Events" and then "Fees & Categories").
- d) ACC does not co-sponsor programs. All materials promoting events taking place within the exhibitor's ExpoSuite must clearly indicate the name of the company contracting the ExpoSuite. Use of the ACC, ACCF, ACC.10, i2 Summit or CRF names, logos or insignia on materials promoting events taking place within the exhibitor's ExpoSuite is strictly prohibited. The following statement MUST be included on all materials promoting events taking place within the exhibitor's ExpoSuite: "This event is not part of the official ACC Annual Scientific Session and/or the American College of Cardiology's Innovation in Intervention: i2 Summit in Partnership with the Cardiovascular Research Foundation (CRF) as planned by their Program Committees." All copy for materials promoting events taking place within the exhibitor's ExpoSuite must be approved by ACC prior to printing. Please submit these materials in their final, layout form to [SatelliteEvents@acc.org](mailto:SatelliteEvents@acc.org) between Dec. 14, 2009, and March 5, 2010. Please allow a minimum of five business days for approval.
- e) Under no circumstance is an exhibitor allowed to deface or damage exhibiting properties or GWCC property while occupying space.
- f) Exhibitor may attach signage to the exterior of their ExpoSuite(s), using Velcro, hooks or other fasteners which do not damage the wall panels or hardware. Signage must be hung flat against the surface of the exterior panels.
- g) The ExpoSuite(s) occupation dates are March 12, 2010, through March 16, 2010.
- h) The exhibitor is responsible for pick-up and return of ExpoSuite key(s) and agrees to pay \$75.00 per key in the event of lost or damaged ExpoSuite keys. A "concierge" desk will be provided in the ExpoSuite area beginning March 12, 2010, at 12:00 noon, for key distribution.
- i) Exhibitor is responsible for all ExpoSuite furnishings outside of those defined on the ExpoSuite Contract as "Included Furnishings." Additional furnishings are available through GES (General Contractor).

### 17. Installation, Hours of Operation, Dismantling

ACC Management reserves the right to alter ACC.10 hours in any manner whatsoever if in its sole discretion such alteration is in the best interest of ACC.

- a) Installation: Exhibitors will have access to their assigned ExpoSuite(s) on March 12, 2010, from 12:00 p.m.–5:00 p.m. Exhibitors are allowed to "prep" their assigned ExpoSuite(s) for the official opening during this time.

- b) Hours of Operation: Each exhibitor must keep its ExpoSuite intact during all official ACC.10 hours from March 14 to March 16, 2010. The times during which ExpoSuite holders may host meetings are as follows:
- Saturday, March 13: 9 a.m.–4:30 p.m.
  - Sunday, March 14: 7 a.m.–4:30 p.m.
  - Monday, March 15: 7 a.m.–4:30 p.m.
  - Tuesday, March 16: 7 a.m.–1 p.m.
- c) Dismantling: Exhibitors are permitted to begin removing literature, materials, handouts, etc., from their assigned ExpoSuite(s) beginning no earlier than March 16, 2010, at 1:00 p.m. All ExpoSuites must be vacated and items removed from the area by March 16 at 5:00 p.m.
- d) Dismantling Security and Unmoved Items: Exhibitor personnel must remain with their outbound ExpoSuite freight until their materials are secured. All products being shipped from the Georgia World Congress Center (GWCC) should be securely packed before leaving the ExpoSuite area. ACC Management, the GWCC, and all official contractors assume no responsibility for material left unattended in the ExpoSuite area during the dismantle period. Exhibitors shall not allow materials to remain in the ExpoSuite after 5:00 p.m., March 16, 2010. If materials remain after such time, ACC Management may remove them, and the exhibitor shall be liable for and agrees to pay all costs for dismantling, storage and/or shipment. ACC Management shall not be liable for any damage to any materials due to removal or storage.
18. Registration and Admission
- a) Admission to ExpoSuites will be by official badge obtained upon registration, entitling the wearer to unlimited attendance in accordance with ACC Management policy. The badge is not transferable. All attendees of meetings held in ExpoSuites must be badged as either an exhibitor or other attendee category. Those with attendee badges must access the hall through the B5 entrance prior to show hours.
- b) ACC Management shall have sole authority over admission policies at all times. If for any reason a properly badged exhibitor or representative desires to enter the ExpoSuite area in advance of the prescribed time, or after closing hours, a request specifying the reason and giving the names of all persons who will enter the ExpoSuite area in accordance with such request shall be presented to the contractor designated by ACC Management for approval. Exhibitors receiving approval will be required to have an official security representative escort the group to the designated ExpoSuite. All costs associated with admission during non-official hours, including but not limited to security, will be the responsibility of the exhibitor.
19. Rejection  
The exhibitor agrees that its ExpoSuite shall remain from day to day solely in strict compliance with these Rules. ACC Management reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any exhibitor, or its representative, with or without giving cause. If any ExpoSuite or exhibitor is ejected for violation of these Rules, or for any other stated reason, no return of rental shall be made.
20. Alcoholic Beverages  
Exhibitors will be permitted to serve alcoholic beverages within the confines of their contracted ExpoSuite spaces only. Exhibitors choosing to do so must purchase all beverages from Levy Restaurants, the official caterer of the GWCC (see "Food and Beverages," below, for more information).
21. Children  
Exhibitors may not employ children (anyone under 18 years of age) to work in their booths. Under no circumstances will children under 18 years old be allowed in the exhibit hall during installation or dismantle. During Expo hours, children under 18 years old will be permitted on the Expo floor only if accompanied by an adult at all times. Children ages 12 years and older are required to register for admission to the Exposition and must be accompanied by an adult at all times. For reasons of insurance liability and safety, strollers and infant carriers are not permitted on the show floor at any time. Infants must be held at all times.
22. Drawings and Lotteries  
Games, contests, lotteries, raffles, drawings or other games of chance are not permitted. Signage in ExpoSuites that refers to post-meeting drawings or raffles is prohibited. All tests, quizzes, challenges, surveys, etc., must be directly related to cardiovascular diagnosis and/or the practice of cardiology, and must be submitted to ACC for review and approval by Feb. 12, 2010, via the online Additional Booth Activities form found in the Exhibitor Service Kit at [www.expo.acc.org](http://www.expo.acc.org).
23. Entertainment  
The use of live animals, magicians, puppet shows, fortune tellers, dancers, costumed characters, mimes, robots, balloons or other like entertainment is prohibited. Live performance of music is prohibited, as is the use of celebrities or celebrity look-alikes. Motorized vehicles may not be operated within the ExpoSuite area at any time.
24. Food and Beverages
- a) Exhibitors will be permitted to serve food and beverages (alcoholic and non-alcoholic) within the confines of their contracted ExpoSuite spaces. Exhibitors will be permitted to serve alcoholic beverages within the confines of their contracted ExpoSuite spaces *only*. The sale, consumption, distribution or storage of alcoholic beverages in exhibit booths by exhibiting companies is not permitted at any time.
- b) Exhibitors will also be permitted to distribute bite-sized, individually-wrapped candy, chocolates or mints from exhibit booths and ExpoSuites (see "Giveaways," below, for more information).
- c) Levy Restaurants, the official caterer of the GWCC, has exclusive catering rights to provide food and beverage (including bottled water) services within the GWCC. Exhibitors are required to purchase all food and beverages through Levy. The GWCC does not permit exhibitors to serve and/or distribute food or beverages that have been purchased outside the GWCC. Any exhibitor whose food distribution creates an excessive trash problem will be responsible for ensuring trash removal during show hours, at the exhibiting company's expense.
- d) All giveaways, including food and beverages, must be registered by Feb. 12, 2010, via the online Additional Booth Activities form found in the Exhibitor Service Kit at [www.expo.acc.org](http://www.expo.acc.org).
- e) The sale of food and/or beverages is prohibited. Food preparation and cooking demonstrations are strictly prohibited in the exhibit hall.
25. Giveaways
- a) Exhibiting companies are permitted to distribute non-exclusive giveaways in accordance with the AMA Ethical Guidelines, which can be found at <http://www.ama-assn.org/ama/pub/physician-resources/medical-ethics/code-medical-ethics/opinion8061.shtml>.
- b) In addition, exhibitors are encouraged to review and adhere to other applicable guidelines and codes of ethics, such as the Pharmaceutical Research and Manufacturers of America (PhRMA) Code on Interactions with Healthcare Professionals, Advanced Medical Technology Association (AdvaMed) Code of Ethics on Interactions with Health Care Professionals and the Office of Inspector General's (OIG) Compliance Program Guidance for Pharmaceutical Manufacturers (see "Industry Guidelines," page 30 of the *Exhibit Prospectus*, for more information). Pharmaceutical and device companies are reminded to pay special attention to the recently revised PhRMA and AdvaMed Codes, respectively, which prohibit their members from distributing many traditional giveaway items.
- c) Giveaways should be associated with products or services of the exhibiting company, and/or be related to the physician's work. A giveaway should not exceed a retail value of \$35. Within this limit, ACC encourages all exhibitors to check with their companies' own medical affairs/compliance staff for guidelines adhered to by their own companies.
- d) All giveaways must be registered by Feb. 12, 2010, via the online Additional Booth Activities form found in the Exhibitor Service Kit at [www.expo.acc.org](http://www.expo.acc.org).
- e) Candy, including chocolates, may be distributed if individually wrapped or in individual serving containers not to exceed one ounce. Bottled water is permitted as a giveaway, but must either be purchased through, or a corkage fee must be paid to, Levy Restaurants, the official caterer of the GWCC. For more information, please contact Levy at (404) 223-4500.

- f) Because ACC offers an exclusive portfolio bag sponsorship, exhibitors are only permitted to distribute a bag provided it is no larger than 14" x 14" and is either white or clear plastic with no graphic or logo of any kind. No company- or product-identifying inserts may be displayed on or inside the bag. A physical sample must be submitted for ACC approval by Feb. 26, 2010.
- g) The following items are NOT permitted as giveaways:
- Badge holders/lanyards
  - Bags, other than described above
  - Cameras
  - Knives of any kind
  - Lapel pins/buttons
  - Mini-maps of Atlanta
  - Pocket tools
  - Water bottles
26. Industry Guidelines  
It is the responsibility of exhibitors to ensure adherence to Food and Drug Administration (FDA) regulations, policies, practices and guidelines, and all other applicable industry guidelines, concerning the demonstration, discussion, use and/or display of products, technologies, and/or services at the ACC.10 Annual Scientific Session Exposition. Exhibitors are reminded of the FDA restrictions on the promotion of investigational and pre-approved drugs, devices and procedures. Information regarding FDA regulations should be obtained directly from the FDA. For more information, visit <http://www.fda.gov/RegulatoryInformation/Guidances/default.htm>. In addition, ACC encourages all exhibitors to check with their companies' own medical affairs/compliance staff for guidelines adhered to by their own companies.
27. Janitorial Services  
ACC provides for general vacuuming of the aisles. Exhibitors are responsible for ordering all cleaning and porter service for their individual ExpoSuite(s). Forms for ordering cleaning services are available in the ExpoSuite Service Kit.
28. Logos, Names, and Insignia  
The ACC, ACCF, ACC.10 and i2 Summit logos, names, insignia, and other identifying marks may not be used on any exhibitor marketing, promotional or booth materials either inside or outside the ExpoSuite area. No endorsement by ACC of the exhibitor or its products or services, expressed or implied, is permitted or intended. Exhibitors are reminded that all ExpoSuite or product announcements or invitations must be sent to ACC for approval prior to printing and between Dec. 14, 2009, and March 5, 2010.
29. Medication Samples  
Distribution or consumption of any medication samples is not allowed.
30. Music, Photographs & Other Copyrighted Material  
Each exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in exhibitor's ExpoSuite. No exhibitor will be permitted to play, broadcast or have performed any music or use any other copyrighted material, such as photographs or other artistic works, without first presenting to ACC Management satisfactory proof that the exhibitor has, or does not need, a license to use such music or copyrighted material. ACC Management reserves the right to remove from the Facility all or any part of any ExpoSuite which incorporates music, photographs or other copyrighted material for which the exhibitor fails to produce proof of all required licenses. The exhibitor shall remain liable for, and shall indemnify and hold ACC, its agents and employees, harmless from all loss, cost, claims, causes of action, suits, damages, liability, expenses and costs, including reasonable attorney's fees arising from or out of any claimed or actual violation or infringement (or claims) by exhibitor, exhibitor's agents, or employees of any patent, copyright, trademark, or trade secret rights or privileges.
31. Photography and Video Recorders
- a) Recording video and taking photographs (with film or digital devices, including camera phones), other than by the ACC official photographer or videographer, including recording video or photographing an exhibitor's own ExpoSuite, is expressly prohibited.
  - b) Any exception to this rule will be considered only with written permission from ACC. Such requests must be received by ACC no later than Feb. 12, 2010, via the online Additional Booth Activities form found in the Exhibitor Service Kit at [www.expo.acc.org](http://www.expo.acc.org). Exhibitors may use this form to request permission to photograph their own ExpoSuite (for internal purposes).
  - c) For approved exceptions, the exhibitor will be required to submit an EAC Request for its photographer/videographer. ACC may require that the requesting exhibitor hire a security officer or obtain the services of an ACC Floor Manager to accompany the photographer/film crew in the exhibit hall at all times.
  - d) A representative of one exhibiting company may not photograph or record video of another exhibitor's ExpoSuite. Violation of this rule will result in the expulsion of the offending exhibitor from the exhibit hall; confiscation of the photo, image and/or video; and the loss of priority points by the exhibiting company.
32. Retail Sales
- a) Exhibitors electing to take orders or conduct sales transactions must do so in a manner consistent with the professional nature of the exhibit. Products offered for sale in the exhibit hall must be directly related to the cardiovascular/medical field.
  - b) Exhibitors planning to conduct retail sales are responsible for obtaining a business license from the Atlanta City Hall. Application information is available by visiting [www.atlantaga.gov/government/finance/businesslicense.aspx](http://www.atlantaga.gov/government/finance/businesslicense.aspx) or calling (404) 330-6270. Additionally, exhibitors must maintain sales records and submit sales tax to the Georgia Department of Revenue. Forms and information are available at [www.etax.dor.ga.gov/BusTax\\_SalesTax.aspx](http://www.etax.dor.ga.gov/BusTax_SalesTax.aspx) or by calling (404) 417-4477.
33. Security
- a) ACC provides perimeter access control only. ACC and the GWCC are not responsible for loss or damage to exhibitor property. The protection of special valuable items such as computers, equipment, etc., may require additional security at the exhibitor's own expense. Forms for ordering security personnel are available in the ExpoSuite Service Kit. Each ExpoSuite will be equipped with a lockable door but any items stored in the ExpoSuites are done so at the exhibitor's risk. The contracted exhibitor is responsible for hiring any requested/required security for its ExpoSuite(s).
  - b) Delivery or removal of equipment is permitted during move-in and move-out only. Once the Exposition opens, a materials release pass must be obtained from show security to remove any material or equipment from ExpoSuites at any time.
34. Solicitation  
The aisles and other spaces in the GWCC not leased to exhibitors shall be under the control of ACC Management. All interviews, meetings, distribution of literature, and the transactions of business of any nature shall be made WITHIN the contracted ExpoSuite. Temporary booth personnel, including booth models, shall be restricted to the same aforementioned rules as authorized exhibitor personnel. Standing in aisles or in front of ExpoSuites of other exhibitors or the intercepting of those in attendance for advertising purposes is strictly prohibited. Persons connected with non-exhibiting concerns are prohibited from any dealing, exhibiting, or soliciting on GWCC property, unless they are invited to an exhibitor's ExpoSuite for such activities, subject to Rule 36 of this document. Exhibitors are urged to immediately report violations of this rule to a Floor Manager or member of the ACC management team.
35. Solicitation of Other Exhibitors

Exhibitors may not solicit other exhibitors. Soliciting exhibitors is a violation of ACC Rules and Regulations and will jeopardize a company's future exhibiting status. ACC reserves the sole right to determine if a violation has occurred and the right to remove the solicitors and/or their company from the exhibit floor. Exhibitor personnel may not enter another exhibitor's ExpoSuite without obtaining permission, nor should personnel block access to another ExpoSuite. Failure to comply with this rule will result in the loss of that year's priority points by the exhibiting company.

**36. Subletting**

No exhibitor may assign, sublet, share, apportion or exchange all or any part of its exhibit or ExpoSuite space with or to another organization or business unless prior written consent has been obtained from ACC, which consent may be conditioned upon the payment of such fees as ACC determines. If the exhibitor submits a written request prior to ACC.10, ACC, at its sole discretion, may grant exceptions to the following: a corporate parent or subsidiary of the exhibitor; another subsidiary of the parent corporation; or a partner of the exhibitor in an ongoing partnership with a written partner agreement. Exhibitors must provide to ACC written documentation of the particular relationship. ACC retains the right to remove from the exhibit hall any company or organization without a signed contract. Only those companies and organizations that are the authorized occupants of each exhibit space will be entitled to exhibitor badges.

**37. X-Ray and Magnetic Resonance Equipment**

X-ray and magnetic resonance equipment may not be operated within any ExpoSuite.

**38. Other Restrictions**

- a) Exhibits must be confined to the exact space allocated. Companies may not display or demonstrate products, processes, services, solicit orders or distribute advertising materials in the GWCC (other than in assigned booth space), parking lots or any hotel contracted by ACC. No part of an exhibit, signs or other materials may be posted, nailed, taped or otherwise affixed to walls, doors or floor surfaces in a way that will mar or deface the premises.
- b) Signs, rails, etc. will not be permitted to intrude into or over aisles.
- c) Exhibitors agree to keep their ExpoSuites intact during the published trade show hours. Early dismantle is strictly prohibited.
- d) Any demonstration or activities by any exhibitor that results in excessive obstruction of aisles, obstruction of attendees, buyers, line-of-sight, or prevents ready access to a nearby exhibitor's booth or ExpoSuite, shall result in suspension from the exhibit floor of the offending exhibitor for any period or periods specified by ACC Management.
- e) ACC Management reserves the right to prohibit and to close any ExpoSuite activity which because of excessive noise, odors, or other disturbing features, is in ACC Management's sole judgment unreasonably offensive to other exhibitors or to the attendees.

### **DISPLAY GUIDELINES**

**39. Americans with Disabilities Act**

Each exhibitor shall be responsible for compliance with the Americans with Disabilities Act (ADA) with regard to their ExpoSuite space, including, but not limited to, wheelchair access provisions. Exhibitors shall indemnify, hold harmless and defend ACC, its officers, directors, agents, members and employees from and against any claims, liabilities, losses, damages and expenses, including attorneys' fees and expenses, resulting from or arising out of the exhibitors' failure or allegations of the exhibitors' failure to comply with the provisions of the ADA.

**40. Fire and Safety Guidelines**

Exhibitors must comply with all federal, state and local fire and building codes that apply in the GWCC. Details regarding fire and safety guidelines for the GWCC will be provided in the Exhibitor Service Kit. Exhibitors must comply with all published guidelines.

**41. Smoking Policy**

It is the policy of ACC that the use of tobacco products is strictly prohibited in all areas of the GWCC (including during installation and dismantling of exhibits) and all hotel meeting rooms hosting ACC events. Booth personnel or EAC staff found in violation of this rule will be removed from the facility. Exhibitors risk the loss of priority points.

**42. ACC-Appointed Official Contractor Services**

- a) ACC will designate official contractors for certain services and provide contact information and order forms for them in the Exhibitor Service Kit. ACC-designated official contractors will include the following: air freight/shipping, audiovisual, computer rental, floral, models/booth talent, photography, videography, security and shuttle.
- b) Each company utilizing an ExpoSuite during ACC.10 may be contacted by vendor representatives for assistance with ordering ExpoSuite services. ACC provides contact information and order forms for all Official Contractors in the Exhibitor Service Kit. Exhibitors wishing to utilize the services of any contractors who need access to the Expo hall and are not on ACC's list of official contractors must follow the procedures listed in the next section, titled "Exhibitor-Appointed Contractors (EACs)," to request the use of an Exhibitor-Appointed Contractor.

**43. Exhibitor-Appointed Contractors (EACs)**

- a) Any contractor other than those identified as "official ACC contractors" must be approved by ACC. These EACs may provide services in the venue only if they are not designated by the GWCC as an exclusive service provided by the facility or by ACC as an exclusive service provided by the official General Service Contractor (GES) or third party.
- b) Exhibitors using contractors other than the official ACC contractors for labor, supervision or any other services must complete an Exhibitor-Appointed Contractor (EAC) Request Form and provide the contractor's Certificate of Insurance. The EAC Request Form will be available online beginning in December of 2009 and must be completed no later than Feb. 12, 2010.
- c) Contractors' Certificates of Insurance must also be submitted to ACC no later than Feb. 12, 2010. EAC Request Forms and/or Certificates of Insurance received after the deadline will not be accepted. The Exhibitor Service Kit (which will be available online at [www.expo.acc.org](http://www.expo.acc.org) and mailed in December of 2009 to all exhibitors who have paid in full for their exhibit space) will provide details on required coverage amounts, how to request non-official contractors and how contractors should submit Certificates of Insurance.
- d) Exhibitors are required to submit one form per EAC requested. Only forms submitted electronically by the exhibiting company will be accepted. EAC Rules and Regulations are outlined on the EAC Request Form. Exhibitors are responsible for providing their EACs with ACC.10 Display Guidelines and all ACC Rules & Regulations.
- e) ACC reserves the right to remove EACs whose actions or inaction jeopardize the on-time opening of the Exposition or whose employees fail to observe the EAC Rules and Regulations and/or the Rules and Regulations and procedures in the ACC.10 *Exhibit Prospectus*, the Exhibitor Service Kit and the Exhibit Space Application & Contract. Lack of compliance will result in the loss of ACC.10 priority points by the exhibiting company, and the EAC not being permitted to perform work on the Expo floor at future ACC meetings.