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Manchester Grand Hyatt San Diego One Market Place, San Diego, CA 92101

EXHIBIT APPLICATION & CONTRACT

This application and contract for exhibit space is a binding agreement once booth space is assigned. Invoices, confirmations and other communications necessary for exhibiting will be sent to the contact person listed below:

CONTACT INFORMATION: (as it should appear in the conference Learning Journal / Program)

Name: Job Title: Company: Email: Address: City: State/Prov.: Country: Zip/Postal Code: Phone: Fax: Signature: Date:

By signing this application / contract, you agree to abide by all exhibitor rules and regulations on the reverse and agree to being contacted via email and / or fax with exhibitor related communications.

BOOTH INFORMATION: Booth price - \$4,250 per 10'x10'

Number of booths requested: Fifty (50) Percent Deposit: Full Payment:

Booth selection(s) by order of preference: 1st 2nd 3rd

Preference in booth locations: No guarantees are made in respect to location. If your booth choices are not available we will assign you a booth that is closest to your selection. Due to competitor situation, please do not place me next to:

I am interested in learning more about the following sponsorships and add-on options:

Contact - Darlene King at dking@ame.org for more information.

Dine-Around Passport Game Webinars Event Receptions Regional Events Target Magazine Keynote Speakers Speed Networking Exhibitor Showcase

Payment Information: Make check (U.S. Funds) payable to: Association for Manufacturing Excellence

Send payment to: AME, 3701 Algonquin Road, Suite 225, Rolling Meadows, IL 60008.

Check Enclosed Bill Me Amex Mastercard Visa Discover

Cardholder name:

Account number: Expiration: Month/Year Security code (back of card)

A fifty (50) percent deposit is required:

Prior to or on January 31, 2018. Full payment must accompany applications on or after January 31, 2018. Final payment will be due on or before July 15, 2018. Exhibitors with outstanding balances prior to show opening will not be permitted to move into their booths.

Cancellation Policy:

Prior to or on July 15, 2018, a fifty (50) percent refund on the total contracted amount will be available. Cancellations after July 15, 2018, are nonrefundable. Reduction in the number of booths is considered the same as a cancellation (i.e., if you apply for three booths, and reduce to one, two booths are considered as canceled and applicable under this cancellation/reduction policy).

Association Use Only



Date Application Received:

Initial:

Booth Number(s):

Date Assigned:

Approved By:

Date:

(authorized signature)

EXHIBIT RULES AND REGULATIONS

1) Contracts: This contract, properly executed by exhibitor, upon written acceptance and notification of booth assignment by exhibits management constitutes a valid and binding contract. A fifty (50) percent deposit must accompany applications received on or before January 31, 2018. On or after January 31, 2018 full payment must accompany applications.

2) Space Assignments: AME reserves the right to make such modifications and changes to exhibit space assignments and to the location of the exhibit space as may be necessary to adjust the floor plan at any time to meet the needs of AME, the conference, sponsors or exhibitors. AME reserves the option, in the event of any emergency or other circumstances beyond its reasonable control, to either substitute comparable exhibit space or to refund the total rent paid herein.

3) Cancellations/Reductions: Prior to July 15, 2018 a fifty (50) percent refund on the total original contracted amount is available. Cancellations on or after July 15, 2018 are nonrefundable. Reductions in contracted booth space are considered the same as cancellations (i.e., if three booths were originally contracted and space is reduced to one, two booths are considered cancelled under this policy). AME and exhibits management will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract which may cause cancellation due to any of the following causes: By any act of God, public enemy, strike, statutes, ordinances, or any legal authority. By reason of the enclosure in which the event is to be produced, being, before or during the event, destroyed by fire, or any other calamity, or any other cause beyond AME and exhibits management's control. Payments made to exhibits management under this contract shall be deemed fully earned and non-refundable.

4) Sub-Letting of Space: a) Exhibitors may not assign or sublet any space allotted to them and may not advertise, display or permit the promotion of goods other than those manufactured or sold by them in the regular course of their business.

b) If an exhibitor desires, for the proper showing of goods, to utilize in his booth the products of another manufacturer, he must obtain permission in writing from exhibits management. Courtesy cards or other means of advertising are not permitted on such borrowed equipment or supplies unless the supplier of such equipment or supplies is also an exhibitor in the Learning Resource Center. This does not apply to plates permanently attached to machines.

5) Defaults: Reservations paid for but unprepared at 4 P.M., the day before the opening of the Learning Resource Center (exhibits), shall be considered as forfeited and may be utilized by exhibits management without notice.

6) Representative in Charge (Official Exhibit Coordinator): Upon signing application, exhibitor is requested to designate the person in charge of his exhibit. Exhibits management will not accept or issue any order, or assume any obligation on account of such exhibitor, except upon the written request of such representatives.

7) Character of Exhibits: a) The exhibitor shall provide adequate staff for maintenance and operation of its exhibit during Learning Resource Center (exhibit) hours. **b)** Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to a nearby exhibitor's booth shall be suspended for any periods specified by exhibits management. Exhibits management reserves the right to prohibit, modify and regulate any display not in keeping with the policies of the exhibition or are objectionable from its point of view. **c)** Nothing connected with an exhibit or the method of demonstration shall be permitted, nor shall anything be distributed if it is a source of danger or annoyance. **d)** Moving picture machines, rear screen projectors and the like shall be placed four feet from the aisle line. Nothing shall be shown on screens except materials designed to promote the use or sale of the products of the exhibitor. Sound effects or speakers used to convey a message should be kept in range of normal conversation, and in no way be permitted to annoy adjoining exhibitors or attract persons walking in the aisles. **e)** Any unusual means, methods or devices for attracting attention must be placed away from booth lines. Instruction, gifts for visitors, picture taking, testing, weighing or other attractions must be so placed and conducted that the aisles will not be congested, the view obstructed or rights of other exhibitors interfered with. **f)** No balloons, or other extreme promotional activities, will be permitted. Exhibits management reserves the right to prevent anything which, in its opinion, is not in keeping with the character of the exhibition. **g)** All business activities of an exhibitor during the exhibition must be within the exhibitor's allotted space. Samples, catalogs, pamphlets, souvenirs, publications, etc., may be distributed by exhibitors only from within their own booths. Attire of exhibitor personnel shall conform to normal business standards. **h)** The exhibitor agrees to accept full responsibility for compliance with national, state and city regulations in the provision and maintenance of adequate safety devices and conditions for operation of machinery and equipment. **i)** Exhibits management must approve serving and distributing of food and beverages. **j)** The exhibitor shall provide adequate staff for maintenance and operation of the exhibit space during all exhibit hours.

8) Signs of Sale or Shipment: The purpose of the exhibition is to promote the common business interest of both exhibitors and attendees, and in stimulating interest and demand for the displayed equipment, no signs indicating that any item of exhibited machinery had been sold or no notices of shipment to further destination shall be placed on any machinery or equipment.

9) Background & Display Heights: No exhibit may exceed eight (8) feet in height without express written permission of exhibits management. In no case may the height along the side dividers exceed three (3) feet in the front three (3) feet of the exhibit space. No portion of any exhibit space sign or carpeting may extend over or beyond assigned floor space. Interference with the light and space of other exhibitors is prohibited. Display material exposing an unfinished surface to neighboring exhibit spaces is not permitted and must be finished at the exhibitor's expense. Exhibits management reserves the right to perform such finishing at the exhibitor's expense.

10) Electric Power: a) Electrical outlets are provided as part of booth equipment. All electrical connections must be ordered. Additional electrical needs (above 10 amps) can be ordered. **b)** All internal wiring and lighting fixtures and their use in a booth shall be subject to approval of exhibits management and that of local laws and authorities and shall meet all safety regulations. **c)** Computers will be connected to the exhibit power source. Power variances and interruptions do occur. Neither exhibits management nor the facility or vendors will be responsible for damage to exhibitors' equipment due to power variances or interruptions, including but not limited to dips, surges or outages in power. **d)** Only the official electricians utilized by exhibits management will be permitted to do wiring on the premises.

11) Damages to Building: a) Exhibitors will not be permitted to fasten machines or any part of a display to walls, columns or floor. No holes of any type may be drilled in the exhibit floor, columns or walls. **b)** Exhibitors are responsible for restoring the exhibit floor to its original condition. This includes the removal of all tapes or adhesives which may be used to secure carpets or other floor coverings. **c)** Exhibitors will be held liable.

12) Safety: a) The exhibitor agrees to comply with and accept full responsibility for compliance with all applicable national, state and city fire and safety regulations, including those of the National Fire Underwriters Association and the applicable fire and safety regulations set forth in National Fire Protection Associations Life Safety Code, in the operation of machinery and equipment, in the general layout of his exhibit area and in the conduct of his exhibition. **b)** Exhibitors of operating equipment must comply with all applicable safety requirements. **c)** Exhibitors of operating machines must place those machines so as to permit a minimum safe clearance (a minimum of one foot) between the display and the adjacent aisle or aisles - and a proper barrier shall be erected or provided by the exhibitor at the aisle line, but within the exhibitor's area, and between the aisle line and the operating machine. No demonstration or activity that results in excessive obstruction of aisles or that prevents ready access to a nearby exhibitor's booth or to nearest areas shall be allowed. **d)** No flammable fluids, substances or materials of any nature, including decorative materials, use of which is prohibited by national, state or city fire regulations, may be used in any booth. **e)** No forklift trucks, other than those of the official service contractor, will be permitted to serve as drayage or set-up equipment for the exhibition, and only the employees of the service contractor may operate the trucks. **f)** The exhibitor accepts sole responsibility for any personal injury or property damage that may result directly or indirectly from the collapse of its exhibit or any portion thereof or the existence of any other unsafe condition at its exhibit.

13) Security: Exhibits management will employ security, as it deems necessary, during the course of the exhibition including setting up time, exhibition period and dismantling period. The exhibitor is solely responsible for the security of its own exhibit materials. All property of the exhibitor is understood to remain in its sole care, custody and control in transit to or from within the confines of the exhibit hall. The exhibitor agrees to waive all rights of subrogation against exhibits management, AME, its officers, directors and employees.

14) Management Control: Exhibits management reserves the right to prohibit the entrance to the Learning Resource Center and to remove from the Learning Resource Center any person or any object which exhibits management deems is not in keeping with the character of the exhibition.

15) Special Permission: Wherever it is required herein that permission is obtained, applications for said permission shall be made to exhibits management.

16) Complaints: Instances of theft, loss or damage should be reported immediately to exhibits management. Complaints regarding problems not satisfactorily resolved at the service desk also should be brought to the attention of exhibits management.

17) Service Contractors: a) Service contractors to meet the need of exhibitors will be arranged for by AME. Full information on service contractors which will include specifications for drayage, labor requirements, labor rates, electricity, lighting, water, carpeting, furniture, telephones, food and beverage service, etc., will be made available to all exhibitors through an official service bulletin at least two months before the exhibition. Exhibitors will not employ other than these without the express permission of exhibits management. Invoices for these services will be submitted directly to the exhibitors. If there is any complaint of overcharge, it should be made to exhibits management when the invoice is presented and before it is paid. **b)** The exhibitor assumes full responsibility for accounts payable for the exhibitor for any service including packing, unpacking, shipping, trucking, moving, installation of facility services or any other expenses entered into or incurred by the exhibitor. **c)** Exhibits management receives no commission or reward from any contractor for any work done for exhibitors. Its purpose is to secure such services at the lowest prices consistent with good work.

18) Insurance: AME has general liability insurance covering the exhibition. Insurance does not cover exhibitors' booth contents, visitors within the confines of exhibitors' leased space or exhibitors' personnel. Exhibitors are held responsible for their own general liability insurance coverage.

19) Indemnity: The exhibitor hereby agrees to indemnify and hold harmless AME, its affiliates and any of the officers, directors, employees or agents from and against any and all loss, expense actions, claims and damages, including, without limitation, reasonable attorney fees arising out of or caused by the exhibitor's installation, construction, removal or maintenance of its exhibit, the exhibitor's occupancy of use of the exhibit premises or any part thereof or as otherwise caused by the exhibitor, its agents, representatives, invitees or guests.

20) Miscellaneous: This contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no other agreements, understandings, representations or warranties except as expressly set forth herein. This contract cannot be assigned, transferred or sold by the exhibitor. The rights of AME under this contract cannot be denied or waived except as specifically stated in a writing signed by an authorized officer of AME. This contract and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to Illinois' choice of law rules. Any action brought to enforce the terms of this contract may be brought only in a court having a situs within the State of Illinois, and the exhibitor hereby expressly consents to the personal jurisdiction of any such court. AME shall be entitled to recover the costs, including reasonable attorney fees and/or collection fees, in any action brought to enforce this contract or its rights hereunder.

AME has the full authority to interpret or amend these rules, and its decision is final. Exhibitors agree to abide by any rules and regulations that may hereafter be adopted. Any issues not addressed in these rules are subject to the decision of AME.

The exhibitor waives any rights or claims of damages arising out of enforcement of any rules contained herein.