

# Glass Expo Rocky Mountain™ '23

## *Rules and Regulations*

Organized by: Key Media & Research, publisher of USGlass magazine, USGNN™ and *Architects' Guide to Glass and Metal*.

Glass Expo Rocky Mountain™ '23 owned and managed by the Key Media & Research (Show Management - SM) and co-sponsored by the Colorado Glazing Contractors Association (the Association) to be held at the Hyatt Regency Aurora-Denver Conference Center, Denver on January 19-20, 2023. Hereinafter Key Media & Research is referred to as Show Management. Hyatt Regency Aurora-Denver Conference Center is hereinafter referred to as the Facility. The Colorado Glazing Contractors Association is hereinafter referred to as the Association. The event is hereinafter referred to as Glass Expo Rocky Mountain '23 (the Event). Each exhibit booth will be 10 feet wide x 8 feet deep with standard back and side drape and company ID signage. Each company shall receive one booth package and a listing in the event program materials. Booth assignments are subject to availability upon receipt of the signed contract and payment.

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### **GLASS EXPO ROCKY MOUNTAIN™ '23 RULES AND REGULATIONS SUBJECT TO CHANGE**

NOTE: Prior to execution of a Contract for Exhibit Space, it is suggested that the rules and regulations below be carefully read. For all questions concerning Glass Expo Rocky Mountain™ '23 please, contact Show Management, Key Media & Research, P.O. Box 569, Garrisonville, VA 22463.

**1. SHOW SPONSOR AND EXHIBITION MANAGEMENT:** Show Management is Key Media & Research, which owns and manages Glass Expo Rocky Mountain™ '23. These rules and regulations constitute an essential part of the contract for the exhibit space. Show Management reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the exhibition. Show Management reserves the right to decline prohibit or expel an exhibit, which in its judgment, is out of character of the exhibition and/or is invalidation of this contract or any rules and regulations now or hereafter in effect. This reservation is inclusive of persons, things, printed matter, products, conduct, etc. Dimensions of all exhibit areas are believed to be accurately stated on the floor plans, but any discrepancies are not the fault of Show Management.

**2. VENUE:** Facility lighting does not illuminate all areas evenly and effectively and Show Management will not assume responsibility for providing additional lighting. The Exhibitor can order additional lighting at the prevailing rates (See Exhibitor Service Manual). Show Management will not assume responsibility for the temperature levels of the exhibit hall during set-up, show and tear down. Show Management reserves the option in any emergency to either substitute comparable display space if required by unforeseen circumstances, or to refund the exhibit fee. Exhibitors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities having jurisdiction over the Facility or the conducting of said exhibit, together with the rules and regulations of the owners and/or operators of the Facility in which the Event is held.

**3. SCHEDULE OF PAYMENTS:** 50% due with booth contract. Full payment is due by within ten (10) days of signing the contract for space or September 19, 2022 whichever comes first. If the Exhibitor does not make full payment when due under the terms of this contract, Show Management may terminate this contract or re-assign their booth space.

**4. SOLICITATION:** Distribution of advertising material and Exhibitor solicitation of any sort shall be restricted to the Exhibitor's booth. Exhibitor's exhibit or product may not extend into any aisle. No Exhibitor shall arrange his exhibit so as to obscure or prejudice adjacent Exhibitors in the opinion of Show Management.

**5. SUBLETTING OF SPACE:** Exhibitor agrees not to assign, sublet, or apportion space or any part thereof allotted to it, not to exhibit or advertise goods other than manufactured or sold by it in the regular course of business unless approved in writing in advance by Show Management's sole discretion.

**6. CANCELLATION AND REFUND POLICY:** Cancellation of all, or part, of the exhibit space must be in writing to Show Management by September 19, 2022 to receive a refund of monies paid, less a service fee equal to 20% of the cost(s) of the booths canceled. No refunds will be made after this date. If the Exhibitor does not make full payment when due under the terms of this contract, Show Management may terminate this contract and the Exhibitor shall be responsible for payment to Show Management of all amounts which would have been due Show Management, under the terms of this contract.

**7. EXHIBITOR INSURANCE:** All property of the Exhibitor is understood to remain under its custody and control in transit to and from and within the confines of the exhibit area. Show Management, the Association and the Facility do not maintain insurance covering Exhibitor's property and Exhibitor hereby releases and discharges all such parties from any and all liability with respect to damage or injury to exhibitor's property regardless of the cause thereof. Exhibitor must carry Comprehensive General Liability coverage, including premises, operations and contractual liability coverage of at least \$1,000,000 for Personal Injury Liability, and \$1,000,000 for Property Damage Liability, and statutory workmen's compensation with Employer's Liability with a limit of \$500,000 or insurance in full compliance with all federal and state laws and covering all of Exhibitor's employees engaged in the performance of any work for the Exhibitor at The Event. Exhibitor must carry an auto policy with the same limits of liability if a vehicle is displayed in the exhibit booth. Certificates of insurance detailing liability amounts must be submitted to Show Management by December 16, 2022.

**8. DISABILITY PROVISIONS:** Exhibitor represents and warrants (1) that its exhibit will be accessible to the full extent required by law; (2) that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by that Act; and (3) that it shall indemnify and hold harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against Show Management, its officers, directors, agents or employees on the basis of the exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information line, 800/514-0301, and from the ADA Web site at [www.usdoj.gov/crt/ada/adahom1.htm](http://www.usdoj.gov/crt/ada/adahom1.htm).

**9. DEFAULT OF OCCUPANCY:** Exhibitors will not be permitted to set up their exhibits if there are any outstanding balances due to Show Management. It is further agreed that actual occupation of the exhibit space by an exhibit is of the essence thereof, and that should the Event be unable to affect the sale of the space as herein provided, Show Management is then expressly authorized to occupy or cause said space to be occupied in such manner as it may deem in the best interest of the Event, without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing Exhibitor from any liability hereunder, and Exhibitor expressly agrees to pay the Event the full sum as herein set forth. If the Exhibitor fails to exhibit, or to comply in any respect with the terms of this agreement, then Show Management shall have the right without notice to the Exhibitor, to sell or offer for sale the exhibit space covered by this contract, Exhibitor to be liable for any deficiency, loss or damage suffered by Show Management by reason of the premises stated, which loss or damage the Exhibitor agrees to pay the Show Manager upon demand and together with reasonable legal fees, expenses and costs incurred by reason thereof.

**10. FORCE MAJEURE:** In the event the Facility or any part of the exhibit area thereof is unavailable whether for the entire Event, or a portion of the event, or in the event of fire, flood, hurricane or threat of hurricane or bad weather, acts of God, tempest or any other such natural cause or in the event of governmental intervention, malicious damage, acts of war, terrorism, strike, lock-out, labor dispute, riot, health emergency, threat of health emergency or any other cause or agency over which Show Management has no control, or should Show Management decide that because of any such cause it is necessary to cancel, postpone, or re-site the Event, or reduce the installation time, exhibition time, move-in or move-out time or in the event of force majeure as declared by Show Management, no refunds will be given. Show Management shall not be liable to indemnify nor reimburse the Exhibitor in respect of any rent or fees damage or loss, direct or indirect, arising as a result thereof.

**11. EXHIBIT SPACE ASSIGNMENT:** Contracts for exhibit space are assigned on a first-come, first-served basis by the date application and payments are received. Every effort will be made to assign the Exhibitor to one of their top three chosen spaces. However, Show Management reserves the right to make the final space assignment or to change the space assignment after the Exhibitor's application is accepted should it be necessary in the best interest of the Event.

**12. ATTENDANCE:** Show Management shall have the sole control over admission of visitors to the exhibits according to the rules and regulations of the show or as established by Show Management. Show Management has the right to limit the admittance of Exhibitor personnel into the seminars and social events.

**13. RESPONSIBILITY:** Exhibitor assumes responsibility and agrees to indemnify and defend Show Management and the Association(s) and the Facility and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises. The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to Exhibitor's displays, equipment and other property brought upon the premises of the Facility and shall indemnify and hold Show Management, the Facility, the Association(s) and their agents, servants and employees from any and all such losses, damages and claims. The Exhibitor understands and that neither Key Communications, Inc. nor Key Media & Research nor the Facility nor the Association(s) maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

**14. LIABILITY:** The Exhibitor indemnifies and agrees to hold harmless Show Management and facilities and the sponsoring Association(s) and their officers, directors, employees and agents, from and against any actions, losses, costs, damages, claims and expenses (including attorney's fees) arising from any damage to property or bodily injury to Exhibitor, its agents, representatives, employees by reason of the Exhibitor's occupancy or use of the Event facilities. Although guard service may be furnished for the exposition, neither Show Management, the Association(s) nor the Facility can or will be responsible for damage to, loss, or theft to property belonging to or injury to any Exhibitor, its agent, employees, business invitees, visitors, or guests. Each Exhibitor is expected to carry its own appropriate insurance. The Exhibitor shall protect, save and hold Show Management, the Association(s) and the Facility forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, except for any damages or charges directly caused by the negligence of any of the foregoing indemnified persons or entities, as well as to strictly comply with the applicable terms and conditions contained in the agreement between the Facility or Show Management regarding the Event premises; and further, the Exhibitor shall at all times protect, indemnify, save and hold harmless Show Management, the Association(s) and the Facility against and from any and all losses, costs (including attorneys' fees), damage, liability, or expense arising from or out of or by reason of any accident or bodily injury or other occurrence to any person or persons, including the Exhibitor, its agents, employees, and business invitees, which arises from or out of or by reason of said Exhibitor's occupancy and use of the Event premises or a part thereof, except for those matters directly caused by the negligence of the foregoing indemnified persons or entities.

**15. SECURITY:** Show Management may provide perimeter security guard service; however, Exhibitor should insure its own exhibit and display materials from the place of shipment to the Facility and return, including the period during which materials remain in the exhibition, covering all risks (liability, fire, theft, damage, etc.) The sole intent of security is to provide visible deterrence. It is recommended that if sensitive or valuable items are on display, the Exhibitor remove the items during non-show hours or hire a security guard.

**16. DAMAGE TO PROPERTY:** The Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other Exhibitor's property. The Exhibitor may not mar, tack, make holes, apply paint, lacquer, adhesives or other coatings to building walls, columns and floors or to standard booth equipment.

**17. UNION LABOR:** Exhibitors shall be bound by all contracts in effect between service contractors, the Facility and labor organizations.

**18. NON-OFFICIAL CONTRACTORS:** Exhibitors must notify Show Management in writing by November 1, 2022, of their interest to use the services of contractors other than those selected by Show Management for installation and dismantling. Exhibitor must obtain approval from Show Management in writing prior to providing its own independent contractors. The Exhibitor is responsible for ensuring that any Exhibitor-appointed contractors supply Show Management with a valid Certificate of Insurance, naming Show Management as additional insured.

**19. EXHIBITOR SERVICE MANUAL:** Show Management will furnish an Exhibitor service manual to the Exhibitor approximately 8 weeks from the Event. This manual will include specifications for shipping, exhibition hours, set-up hours, tear down hours, security, drayage, labor requirements, labor rates, electricity, lighting, water, carpeting, furniture, telephones, etc. This manual is to be read over carefully by the person in charge of preparing the exhibit and is incorporated herein.

**20. SERVICE ORGANIZATIONS:** Show Management shall designate contractors to perform work at Exhibitor's expense where not otherwise done by Show Management pursuant to this Contract. Where union personnel are required by the Facility or by contractors involved, it shall be the Exhibitor's responsibility to comply with such requirements, in no event shall Show Management be responsible for the conduct of contractors or their employees. Show Management assumes no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or the Facility.

**21. BOOTHS:** A complete package per company (back and side wall draping, signage, furniture package: one draped table, two chairs and wastepaper basket) is provided by Show Management without cost to the Exhibitor. Ballroom is carpeted. If an Exhibitor plans to install a completely constructed display of its own, no part thereof shall so project as to obstruct the view of adjacent booths. No display may exceed a height of eight (8) feet on the back wall nor be higher than three (3) feet side wall specifications, without the consent of Show Management in writing prior to the start of the Event. Exhibit properties over four feet (4) high may not be placed in the forward four (4) feet of the display area of an in-line display.

**22. PHOTOGRAPHY/VIDEO:** Exhibitors are prohibited from taking any type of photograph or video of the Event without the consent of Show Management. Unauthorized use of photography equipment or video equipment may be subject to confiscation by Show Management.

**23. INSTALLATION AND DISMANTLING PERSONNEL:** Exhibitors using companies other than Show Management-appointed contractors must advise them to check with the Exhibitor Service Center upon their arrival. Copies of all job orders must be presented at that time to the Show Management-appointed contractors' files to qualify

their company's participation. Upon verification, official service badges allowing access to the exhibition area during service hours only will be issued.

**24. DELIVERY AND REMOVAL DURING SHOW:** Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the exposition without written permission from Show Management. All arrangements for delivery, during non-show hours, or supplies, such as flexible materials, cartons, and products to be packaged, must be made with Show Management. No deliveries may be made during show hours without permission from Show Management.

**25. REMOVAL OF HAND-CARRIED MATERIALS:** Passes will be required to remove any hand-carried materials from the floor. These passes will be available from Show Management.

**26. CONFLICTING EVENTS DURING SHOW HOURS:** The Exhibitor shall not extend invitations, call meetings, hold hospitality events or otherwise encourage the absence of visitors/attendees from the exhibition hours and meeting rooms during the hours of the Conference and Event.

**27. DISMANTLING:** Exhibitor's displays shall not be dismantled or packed in preparation for removal prior to the official closing time of 2 p.m. Friday, January 20, 2023. Every exhibit must be fully staffed and operational during the entire exposition. (Exhibitors who "break-down" early will be subject to a \$350 fine)

**28. BADGES:** Badges are required for entry into the exhibition at all times. Badges are not transferable and will be confiscated if worn by other than the person to whom issued. The clear view of the official Show Management badge shall not be obstructed. Therefore, business cards or any other materials are not to be used in Show Management badge holders.

**29. CHARACTER OF EXHIBITS:** The general rule of the exhibition is "be a good neighbor." No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Booth personnel, including demonstrators are required to confine their activities within the Exhibitor's booth space. Apart from the specific display space for which an exhibiting company has contracted with Show Management, no part of the Facility and its grounds may be used by any organization other than Show Management for display purposes of any kind or nature. Within the Facility, Exhibitor brand or company logos, signs, and trademark displays will be limited to the official exhibit area only. Exhibitor maybe held liable for extra costs associated with food or other items distributed from the booth.

**30. MUSIC LICENSING:** Exhibitor represents and warrants that it shall not violate any copyright, trademark, or other similar intellectual property laws and that it shall comply with all copyright restrictions including, but not limited to, any license Show Management may obtain or any other laws and restrictions with respect to the use or performance of music. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of Exhibitor under the copyright laws and present Show Management with a copy of such license or grant no less than thirty (30) days prior to the start of the Event.

**31. SAFETY REGULATIONS:** All display materials shall be fire-resistant or treated with a flame-retardant solution to meet requirements of the fire and safety codes in effect at the Facility. Electrical signs and equipment must be wired

to meet the specifications of Underwriters Laboratories. No storage of any kind is allowed behind the back drapes or in the exhibit space. The official service contractor will store all cartons, crates, containers, and packaging materials. All aisles, corridors, exit areas and exit stairways must be maintained at their required width at all times that the exposition is open. No obstruction such as chairs, tables, displays or other materials will be allowed to protrude into the aisles. Each Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention, and public safety for the county of Arapahoe and the State of Colorado while participating in the Event. Compliance with such laws is mandatory for all Exhibitors and the sole responsibility is that of the Exhibitor.

**32. ACCESS TO DISPLAYS:** Show Management may from time to time promulgate such regulations regarding hours of access to the exhibition floor as may be found in its judgment to be most practicable.

**33. RESTRICTION ON SELLING:** All over-the-counter sales or sales of any kind that involve the exchange of currency for goods received during the exhibition are prohibited.

**34. TAXES AND LICENSES:** Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, state, or federal law applicable to their activity at the Event. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with their activities at the Event.

**35. AMENDMENT OF RULES:** Show Management reserves the right to make changes, amendments and additions for these rules at any time and all changes, amendments and additions so made shall be binding on the Exhibitor with the provision that all Exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by Show Management.

**36. LAWS APPLICABLE:** This contract shall be governed by the laws of the Commonwealth of Virginia, County of Stafford and adjudicated there as well. Exhibitor agrees to abide by the laws and regulations of the Commonwealth of Virginia, County of Stafford. Exhibitor agrees to forfeit their right to a jury trial as well.

Rules and Regulations may be changed and updated by Show Management at any time, with or without notice.