



RULES AND REGULATIONS FOR TURBO EXPO 2019

1. Definition of Sponsor. The word "Sponsor" as used herein shall mean the American Society of Mechanical Engineers (ASME), its Board, agents or employees acting for them in the management of the exposition. ASME is the sole owner and manager of the exposition.

2. Definition of Exhibitor. The word "Exhibitor" as used herein shall mean any company leasing exhibit space at the ASME Turbo Expo. The Exhibitor shall be listed in the Programs and Exhibit Directory and the Sponsor shall be held harmless for any trademark, trade name, copyright or patent infringement by the Exhibitor and for any misprints due to human or computer error.

3. Purpose. This trade exposition provides a means of showing and utilizing new technological developments. The exposition serves to educate the attendees.

4. Admission to the Exposition. The Sponsor shall have sole control over attendance policies at all times. Admission to the Exposition will be extended to badged participants only. Badges are issued upon registration and are not transferable. **Children under 16 are not permitted on the show floor.**

5. Space Allocation. Exhibit space is allocated at scheduled priority meetings and thereafter all assignments are made at the discretion of the Sponsor. The Sponsor reserves the right to rearrange the floor plan and/or relocate any exhibit at any time prior to or during the event. Where feasible, the changes will be discussed with the Exhibitor in advance.

6. Exhibitor's Space. Each Exhibitor shall care for, clean, and keep in good order their occupied space. Each Exhibitor is responsible for cleaning their own exhibit space. Sponsor will clean aisles once each day during closed hours. Exhibitor is not to put anything in the aisles during the open hours of the exposition.

Each Exhibitor is expected to keep an attendant in their display during the open hours of the exposition. Exhibitor must surrender space occupied in the same condition as it was at the commencement of occupation. If the space occupied or equipment furnished to the Exhibitor shall be damaged by Exhibitor, their agent or employees, they shall pay whatever sum is necessary to restore space or equipment to the same condition as it was at the commencement of occupation. In the event of damaged property the Sponsor reserves the right to designate the contractor for repair.

No attachment shall be made to any part of the building or any of the furnishings and fixtures without prior written permission of the Sponsor and host facility.

Sponsor and facility representatives reserve the right of access to Exhibitor's space at any time prior to, during, and after event. All materials and installations must comply with the requirements of all inspection authorities having jurisdiction.

7. Subletting of Space. No Exhibitor shall exhibit, or permit in the space allotted to it any goods other than those of its company as specified in the application when signed by the Exhibitor and accepted by the Sponsor. No sign or courtesy card is to be displayed for any equipment for demonstration purposes unless the supplier of such equipment is also an Exhibitor in the exposition. Subletting of space by Exhibitor is prohibited without express permission from the Sponsor.

8. Exposition Fees and Payment Terms. The following services are provided to each exhibiting firm with space payment: 3 complimentary exhibit booth personnel badges for booth personnel per 100sf and exhibit booth personnel lunches on Tuesday, Wednesday and Thursday. One Technical Conference badge per 100sf of booth space. Space purchase includes access to Keynote Session and Luncheon for all exhibit personnel on Monday, significantly discounted Technical Conference registrations for company employees, complimentary customer invitations, one lead retrieval unit, listing in advance and final event programs, promotion of facility tours, product category and company description listing in online Exhibit Directory.

Exhibitor agrees to the space cost delineated on this contract. When the method of payment is by ACH or wire transfer, a \$50.00 administrative bank fee will be invoiced. Upon acceptance of the Exhibitor Contract by the Sponsor, the contract shall be legally binding between the Exhibitor and the Sponsor. The Sponsor reserves the right to cancel the contract if the required payment deadlines are not met.

Invoice payments are due within 30 days of invoice. **In no case will an Exhibitor be permitted to set up their booth onsite at the exposition until their exhibit space is paid in full.**

cc9. Cancellation of Exhibit Space. If an Exhibitor wishes to cancel all or part of their assigned space, they must request approval from the Sponsor in writing. The Sponsor reserves the right to approve or deny the request. The Sponsor will grant refunds to the Exhibitor as follows: *(All refunds, regardless of when they occur, will incur a \$250.00 per 100sf booth non-refundable deposit.)*

No refund of exhibit space payments will be made when cancellation is requested after February 15, 2019.

After February 15, 2019, Exhibitor, regardless of when space is reserved, is responsible for the total space charge irrespective of the reason for cancellation and withdrawal, including failure of exhibit to arrive for any reason, inability to obtain labor or materials, unavoidable casualty, or other causes, whether similar or dissimilar, beyond the control of the Sponsor unless cancellation is due to Sponsor's negligence or intentional misconduct. In the event of such cancellation or withdrawal, the Exhibitor expressly waives any liability on the part of the Sponsor, releases the Sponsor from all claims for damages, and agrees that the Sponsor shall have no obligation to Exhibitor.

For pavilion organizers, the Show Pavilion Agreement supersedes the terms of Section 9.

10. Schedule/Access to Exposition Hall. Exhibitors who have paid in full and returned a signed copy of this contract may move into their contracted space during the Move-in hours listed below. Participants shall undertake to start construction of their booths in good time so as not to exceed the period fixed for this purpose.

Move-In Hours:

Sunday	8:00 am – 12:00 pm	Booth Builders Only
	12:00 pm - 5:00 pm	Exhibitor Move-In
Monday	8:00 am - 5:00 pm	Exhibitor Move-In
Tuesday	8:00 am – 10:00 am	Final Exhibitor Move-In

The Exposition Hours:

Tuesday from 12:30 – 6:30 pm
Wednesday from 12:30 – 6:30 pm
Thursday from 11:30 am - 2:30 pm

Exhibitors will have access to the exposition hall beginning one hour before opening and one half hour after closing on each official Show day.

All move-in ends and freight doors close on Tuesday at 10:00 am. Only last minute arranging of exhibits, placing of furniture, etc., will be permitted prior to opening on Tuesday. Sponsor is entitled to refuse exhibits, without any responsibility on its part, in the event that the construction period is exceeded.

Move-out will begin at the times indicated below. **All Exhibitor materials must be removed from the facility by Friday at 12:00 Noon.** Displays left on the show floor after this time will be dismantled and removed at the Exhibitor's or display house's expense.

Move-Out Hours

Thursday from 2:30 pm - 8:00 pm
Friday from 8:00 – 12:00 Noon

In the unusual circumstance that Exhibitor requires access to the exposition hall beyond the hours listed above, they may request Late Work Permission from the Sponsor. In such cases Exhibitor must confine their activities to their own display.

If displays or equipment are delivered late, the Exhibitor will be required to wait for installation until after the exposition-closing hour on the day of delivery.

If by 3:00 pm on Monday an Exhibitor has not availed themselves of the space allotted to them, or if, before that time, it is certain that the Exhibitor will not avail themselves of the space allotted to them, and/or if they have failed to fulfill, in time, their obligation to pay for their space, the Sponsor may dispose of the space in question, without further demand or notice of default, without being held to refund the payments already received, and without the Exhibitors being discharged from the obligation to pay the amounts owing.

These hours are subject to amendment at any time by the Sponsor and all amendments so made shall be binding on Exhibitors equally with these rules and regulations.

Children under the age of 16 will not be admitted into the exposition hall.

11. Booth Construction. Details on acceptable booths will be provided in the Online Exhibitor Services Center. Exhibitors wishing to request a deviation from approved booth construction must submit plans in writing to the Sponsor prior to May 5, 2019 and describe the deviations. Deviations will not be permitted unless they are approved in writing by the Sponsor.

12. Operating Restrictions. All Exhibitor activities must be within their assigned space. Placing or distributing publications or other material outside an Exhibitor's space is not permitted.

Items not in keeping with the technical character and high standards of Sponsor may not be distributed or utilized by any Exhibitor in the exposition area.

Exhibitors are prohibited from selling products or services for cash, check, or other legal tender received at this event, executing contracts or other documents that effect a sale of products or services or executing orders for the sale of products or services for delivery or performance during the exposition.

No person, firm or organization not having regularly contracted with the Sponsor for the occupancy of space in the exposition will be permitted to display or demonstrate any products, processes or services, or distribute advertising materials or engage in any activities at the conference and/or exposition. Any infringement of this regulation will result in the prompt removal of the offending person and products from the area.

The Sponsor reserves the right to refuse to admit and to eject from the host facility or any other area leased by the Sponsor for the event any person, exhibit, or thing, that is not, in its opinion, in keeping within the character and purposes of the event, and the Exhibitor, their employees or agents hereby waives any right and claims for damages against the Sponsor and the host facility.

13. **Sound Devices and Motion Pictures.** Sound from megaphones, loudspeakers, radios and televisions must be kept at such a low level that it is not objectionable to any other Exhibitor. Television may be used only when it is an integral part of the process, in operation on a closed circuit. Motion pictures may be in the booths but must be confined to products, processes, and applications.

Exhibitors may not use recorded music in their display unless they are the holders of the copyright or have obtained appropriate licenses.

Live music is prohibited without written permission by the Sponsor. In the event that permission is granted to the Exhibitor to produce live music, Exhibitor must be the holder of the copyright or have obtained appropriate licenses.

The Sponsor reserves the right to restrict Exhibitors who, in the Sponsor's opinion, because of noise or other reason, interfere with the best interest of the exposition as a whole.

14. **Non-Exposition Activities.** Exhibitor agrees to schedule no meeting, seminar, reception, site trip, hospitality function or other event outside of the exhibitor presentation stage during the exposition or conference hours.

15. **Service Contractors.** The Sponsor will appoint official contractors to provide various services that may be utilized by Exhibitors. Exhibitors will be advised of conditions concerning use of these contractors in the Online Exhibitor Services Center.

Exhibitors must register any Exhibitor Appointed Contractor (EAC) with the Sponsor and submit current proof of insurance. The EAC registration form can be found in the Online Exhibitor Services Center. EAC's not registered with the Sponsor will not be permitted in the Exposition hall.

Each Exhibitor employing an EAC for erecting, supplying, dismantling or providing any other stand service, must ensure that each EAC is aware of and abides by all exposition rules and regulations including, but not limited to, safety requirements, design regulations, and liability insurance requirements.

By hiring an EAC, Exhibitor guarantees that such EAC has the required liability insurance coverage; and, if coverage is not carried by the EAC, Exhibitor and its EAC are jointly and severally responsible for all exposition-related actions of the EAC with respect to this event.

Exhibitor and its EAC agree to protect and hold harmless the Sponsor and host facility from any and all claims for damages, injuries, etc., which may be incident to or arise from, or is in any way connected with, Exhibitor's and/or EAC's design, use, servicing or occupation of display space.

EAC's must be badged during build-up and must specify a particular booth/company in order to gain access to the exposition hall. EAC's must refrain from soliciting business from other Exhibitors during move-in, Show days, and move-out.

Note: There may be certain services offered by official contractors that have exclusive contracts with the host facility. Exhibitors should consult the Online Exhibitor Services Center before contracting with EAC's.

16. **Insurance.** All Exhibitors shall obtain and keep in force from June 15 – June 22, 2019, policies of General Liability and Property Insurance in an amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage.

If alcoholic beverages are to be served in Exhibitor's booth, it is recommended Exhibitor carry proof of liquor liability insurance.

No Exhibitor may allow any article to be brought into the facility or do anything to the premises that will void or increase the premiums on the insurance policies of the host facility, nor permit anything to be done by employees which would injure, maim or deface the premises. Violations of this rule will annul the lease and the Exhibitor will forfeit all fees that have been paid to the Sponsor for rental of exhibit space. Furthermore, Exhibitor must agree to reimburse the host facility for the cost of repairing any damage.

17. **Liability.** Exhibitor agrees to protect and hold harmless the Sponsor and host facility from any and all claims for damages, injuries, etc., which may arise from Exhibitor's use or occupation of display space, and is not a result of Sponsor's negligence or intentional misconduct.

The Sponsor, the host facility and host city will not be responsible in any way for the safety of an Exhibitor, their officers, agents, or employees, nor for the safety of any Exhibitor from theft, fire, accident, or any other destructive cause. However, the Sponsor and/or host facility will provide watchmen, and will use reasonable means to safeguard Exhibitor's property. All property of the Exhibitor is understood to remain under their custody and control in transit to and from or within the confines of the exhibit hall. Small equipment especially should be kept in a safe place whenever the Exhibitor's stand is unmanned. Furthermore, it is mutually agreed that the Sponsor, their agents, and/or the host facility and the host city shall not be liable to any Exhibitor for any damage to or for the loss or destruction of exhibit or for the property of an Exhibitor or injuries to their person resulting from any such loss, damage, or injury, unless it results from Sponsor's sole negligence or intentional misconduct.

18. **Fire and Safety.** Volatile or inflammable oils and gases, unprotected motion picture films, other explosive and flammable matter, or any substances prohibited by city ordinances or insurance authorities will not be permitted in the host facility. All inflammable materials must be flame-proofed before being taken into the host facility to the point that they can withstand the tests of all inspection authorities concerned with the event.

Exhibitor must protect machinery on working demonstrations so no injury will result to any person or property. Exhibitor operating machines using lubricating oils, acids, or other liquids must provide trays or pans to prevent dripping on the floor. Rotating equipment must be protected by transparent shields or screens.

Exhibitor assumes responsibility for compliance with the fire and safety regulations of all federal and municipal authorities with regard to the installation and maintenance of displays and equipment.

19. Customs Duty Penalty/Liability. Each Exhibitor recognizes the fact that duty must be paid on any portion of their exhibit that is imported for this event and is not exported, and absolves the Sponsor of any responsibility for any customs duty and/or customs penalties assessed for any non-compliance with customs regulations involving the firm or organization.

20. Termination of Exposition. In the event the premises where the exposition is to be held, in the reasonable determination of the Sponsor, becomes unfit for occupancy or is substantially interfered with by reason of picketing, strike, civil disturbance, embargo, injunction, act of war, act of God, fire, emergency declared by any governmental agency, or by virtue of any ordinance or law of any Municipal County, State or Governmental agency, or any other act beyond the control of the Sponsor, this agreement may be terminated by the Sponsor. In the event of such termination, the Exhibitor waives any and all damages and agrees that the Sponsor will refund to Exhibitor, as and for complete settlement and discharge of all Exhibitor's claims and demands, the amount of funds already paid by the Exhibitor to the Sponsor, and shall not be responsible to Sponsor for any unpaid exposition fees.

21. Violations. Violations of any of these regulations on the part of the Exhibitor, their employees, or agents, shall annul the right to occupy space and the Exhibitor forfeits any fees already paid to the Sponsor. Upon violation of any of these regulations on the part of the Exhibitor, their employees or agents, right is given to the Sponsor to terminate the right to occupy space at its option and the Sponsor may re-enter and take possession of the space occupied by Exhibitor and remove all persons and goods at Exhibitor's risk and Exhibitor shall pay all such expenses and all damages which Sponsor may incur, and forfeit all fees paid or due to the Sponsor. Exhibitor waives the service of written notice to reenter and terminate.

22. General. Exhibitor must comply with all other applicable federal, state and local laws. Periodic Exhibitor Bulletins and the Online Exhibitor Services Center made available by the Sponsor are considered part of these regulations. All matters and questions not covered by the regulations are subject to the decision of the Sponsor. These regulations may be amended at any time by the Sponsor and all amendments that may be made shall be equally binding on the parties affected by them as the original regulations. In the event of any amendments or additions to these regulations, written notice will be given by the Sponsor to such Exhibitors as may be affected by them.

The Sponsor's contract with the host facility supersedes all contracts between Sponsor and Exhibitor.

23. GDPR. Exhibitor will comply with all applicable laws concerning performance of its obligations under this Agreement, including all guidelines, directives and regulations regarding data collected from attendees from Turbo Expo. In particular, in connection with the collection, generation, transmission, processing, storage, security and use of personal information, Exhibitor will comply with all applicable Data Protection Laws. "Data Protection Laws" shall mean federal, state, provincial and foreign privacy and data security laws and regulations, including without limitation, the European Data Protection Directive (95/46/EC), any successor legislation including without limitation the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and any implementing member state national law.