EXHIBITOR TERMS, CONDITIONS, RULES AND REGULATIONS
(Exhibit Dates: August 4 – 5, 2020)

I. ELIGIBLE EXHIBITS: Society of Health and Physical Educators (SHAPE America) reserves the right to determine the eligibility of any company or product to exhibit in the exposition and further reserves the right to reject any application and/or limit space assigned to any one company. The acceptance of a booth for the exhibition does not carry SHAPE America’s endorsement of the equipment, supply or service. It is understood that the SHAPE America Exhibitor Terms, Conditions, Rules and Regulations (Terms) for exhibitors are part of a contract between the exhibitor and SHAPE America and that submission of the application for exhibit space constitutes the exhibitor’s agreement to abide by these Terms. In addition, exhibitors must follow the exhibitor policies of The Galt House.

II. LIMITATION OF LIABILITY/INDEMNIFICATION: The exhibitor agrees to make no claim for any reason whatsoever against SHAPE America, The Galt House, or the city and/or state wherein the exposition is held for loss, theft, damage, or destruction of goods, any injury to oneself or employees while the exposition is in progress, being set up, or being taken down.

Exhibitor expressly agrees, and hereby does, indemnify, defend and hold harmless SHAPE America, and The Galt House, including their agents and representatives, shareholders, officers, directors, employees and contractors, from and against all claims, loss or expense, including reasonable attorney fees and liabilities arising out of, or in any way related to, the acts, omissions or negligence of exhibitor, exhibitor’s agents, invitees, employees or representatives.

Exhibitor agrees to keep harmless SHAPE America from any and all costs arising from fees incurred under the copyright law regarding the liabilities of playing recorded and/or live music in the exhibit area at any time during the SHAPE America Professional Learning Institute.

It is understood and agreed that full compliance with the insurance requirements stated below does not relieve Exhibitor or its contractor of the indemnification obligations required herein.
In addition, exhibitor acknowledges that the City of Louisville, The Galt House, and its agents do not maintain insurance covering exhibitor’s property, and that it is the sole responsibility of exhibitor to obtain business interruption and property damage insurance covering such losses by exhibitor.

III. LIMITATION OF EXHIBITS: SHAPE America reserves the right to stop or remove from the exposition any exhibitor, or its representative, performing an act or practice which in the sole opinion of SHAPE America is considered detrimental to its business, professional or ethical interests, or which originates from any organization whose displayed products do not meet the professional standards of SHAPE America. SHAPE America may review the exhibit floor activities of exhibitors at any time. SHAPE America may deny an exhibitor access to or expel an exhibitor from the event without refund of any fees if, as determined solely by SHAPE America, such exhibitor has not complied in all material respects with policies, legal requirements, the terms and conditions of the Exhibitors Terms, Conditions, Rules and Regulations. SHAPE America may also seek other remedies in law or equity and limit the exhibitor’s access to SHAPE America resources. SHAPE America reserves the right to restrict exhibits that are objectionable because of noise, glaring or flashing lights, method of operation, or any other reason, and prohibit or evict any exhibit that, in the opinion of SHAPE America, detracts from the general character of the exhibit hall. All booth activities and content must be professional in nature and provide educational information related to the fields of health and physical education. This reservation includes persons, things, conduct, printed material, or anything SHAPE America judges to be objectionable. In the event of such restriction or eviction, SHAPE America is not liable for any refund to the exhibitor.

Exhibitors are prohibited from promoting any content-based school fundraising programs, with the exception of those are managed by SHAPE America.

IV. ASSIGNMENT OF SPACE/RELOCATION OF EXHIBITS: Booth assignments are made on a first-come, first-served basis, taking into consideration the frequency and prior level of participation, the date a request is received, the amount of space requested, special needs and compatibility of adjacent exhibitors.

SHAPE America retains the exclusive right to revise the exhibit hall floor plan(s) and/or relocate any assigned exhibitors as necessary for the betterment of the Professional Learning Institute as determined solely by SHAPE America. Exhibitors who change the size of their exhibit space are not guaranteed the originally assigned location and may be subject to relocation. Due to the volume of participating companies, SHAPE America cannot guarantee that a company will not be relocated near a competitor. SHAPE America shall notify affected exhibitors in advance of installation.

V. SUBLEASING OF EXHIBIT SPACE/BOOTH SHARING: An exhibitor may not sublet, share, or apportion its contracted exhibit space to another organization or business unless prior written consent has been obtained by SHAPE America. An exception may be granted only on the condition that the number of tabletop display units is equal to or greater than the number of organizations sharing the exhibit space. Each organization occupying the space will be required to submit a signed exhibit space contract. Only those companies
and organizations that are authorized occupants of an exhibit space will be entitled to exhibitor badges and/or a listing in the exhibitor directory published on the convention website, mobile app, and other related materials.

VI. EARLY DEPARTURE: No part of an exhibit shall be dismantled, no materials removed, before the official closing, on Wednesday, August 5, 2020 without special permission from SHAPE America. All space must be vacated by 7:00 p.m., the same day. If spaces are not vacated by that time, SHAPE America reserves the right to remove materials from the exhibit hall floor and charge the expense to the exhibitor. SHAPE America will not be liable if such removal causes damage to the materials.

VII. USE OF EXHIBIT FLOOR PLAN: The exhibit floor plan and exhibitor list are the property of SHAPE America. Use or publication for any purpose without SHAPE America’s written consent is prohibited.

VIII. PAYMENTS AND COLLECTION POLICY: A 15% non-refundable deposit per tabletop display is due with application or within two weeks of invoice date. Exhibit space reserved after March 31, 2020 is subject to a deposit of fifty percent (50%) at time of reservation. Fifty percent (50%) of the exhibit booth rental is due no later than March 31, 2020. The remaining balance is due no later than May 31, 2020. In addition, non-exhibit invoices that are past due to SHAPE America must be paid in full before being allowed to exhibit. No installation shall be permitted unless payment has been received in full.

IX. CANCELLATION OR WITHDRAWAL: All cancellations must be received in writing by SHAPE America to be valid. A fee of twenty-five percent (25%) of the total exhibit space cost will be assessed for cancellations received on or before May 31, 2020. Cancellations received after May 31, 2020 will result in a full forfeiture or an obligation to pay the entire exhibit rental fee.

X. CANCELLATION OF EXHIBITION: It is mutually agreed that, in the event of cancellation of the convention and exhibition as a result of strikes, acts of God, war, terrorism, disaster, declaration of a national emergency by the President, curtailment of transportation facilities, governmental regulations, or other causes that would prevent its scheduled opening or continuance, this agreement may be terminated by SHAPE America. SHAPE America shall refund the portion of the exhibit fees remaining after deduction of expenditures made before cancellation and non-cancellable commitments.

XI. EXHIBIT RESTRICTIONS: No exhibitor or part of an exhibit will be admitted to any space until that space has been paid in full. It is the duty and the responsibility of the exhibitor to install their exhibit before the opening of the Professional Learning Institute and to dismantle their exhibit immediately after the close of the exposition (and not before). Exhibitors are not required to utilize union labor (e.g., carpenters, painters, electricians, plumbers, and other skilled labor). If desired, exhibitors may hire union personnel directly to assist with installation and dismantle. The exhibitor shall properly staff the exhibit during the posted exhibit hall hours. Exhibitors are liable for any damage caused to building walls, doors, or columns, or to the other exhibitor’s property. All parts of
exhibits must be exhibited within exhibitor’s assigned space boundaries. Aisle space is under the control of SHAPE America.

XII. EXHIBITOR INSURANCE: The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, the following:

**Commercial General Liability** insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product/completed operations liability coverage, with combined single limits of liability of not less than minimum $1,000,000 per occurrence/$2,000,000 aggregate coverage.

**Automobile Liability** of not less than $1,000,000 Combined Single Limit for all owned, hired and non-owned vehicles.

**Excess Liability (Umbrella Form):** $1,000,000 each occurrence limit and $1,000 aggregate.

Such insurance shall name SHAPE America, and The Galt House, including their employees, agents and assigns of each as additional insured and contain the severability of interest provision.

During the term hereof, the exhibitor shall maintain Workers’ Compensation insurance in full compliance with all federal and state laws, in the jurisdiction where services are performed, covering all of exhibitor’s employees engaged in the performance of any work for exhibitor.

All carriers providing coverage must have a minimum current A.M. Best’s Rating of A VIII. All coverage to apply as primary and non-contributory. All exhibitor insurance policies shall contain ISO standard waiver of subrogation provision. All exhibitor insurance policies shall be endorsed to provide SHAPE America not less than thirty (30) days written notice of cancellation. Exhibitor hereby warrants and agrees to disclose within thirty (30) days knowledge of a claim which has or may reasonably be expected to result in diminution of policy limits to a level beneath that required in this agreement.

All property of the exhibitor is understood to remain under its custody and control at all times.

It is understood and agreed that all third-party contractors and sub-contractors of Exhibitor shall maintain the same insurance, in every respect, as required of Exhibitor and, further, it shall be the responsibility of Exhibitor to ensure such compliance.

**Certificates of Insurance** should be submitted to exhibits@shapeamerica.org by June 26, 2020. Failure to remit such proof shall be a material breach of this agreement. An exhibitor’s right to exhibit may be cancelled by SHAPE America if proof of insurance coverage is not submitted by June 26, 2020.
XIII. EXHIBIT LABOR/LABOR REGULATIONS: Installation of the exhibits into The Galt House will be Monday, August 3, 2020 (12:00 – 6:00 p.m.) and Tuesday, August 4, 2020 (8:00 – 9:00 a.m. – touch up only). If installation has not started by 8:00 a.m. on Tuesday, August 4, 2020, SHAPE America exhibit management shall have the option to order the exhibit to be installed and the exhibitor billed for charges incurred. Exhibits must be fully operational by 9:00 a.m. on Tuesday, August 4, 2020. After this hour, no installation work will be allowed without special permission from exhibit management. Exhibits will close promptly at 3:00 p.m. on Wednesday, August 5, 2020. Move-out hours are Wednesday, August 5, 2020 (3:00 – 7:00 p.m.).

Labor expenses for each booth shall be absorbed entirely by an exhibitor.

XIV. FREIGHT HANDLING:

Exhibitors may hand-carry their materials into the exhibit facility.

Exhibitors will be responsible for delivery of their own equipment/display material to the exhibit hall and for removal of the equipment/display material. The Galt House shall control traffic into and out of the exhibit areas to minimize delays. SHAPE America assumes no responsibility for the performance of services by common carriers, express services, the U.S. mail, telephone, internet or any other service contracted by an exhibitor.

Standing on chairs, tables, or other rental furniture is prohibited. This furniture is not engineered to support your standing weight. The Galt House cannot be responsible for injuries or falls caused by the improper use of this furniture.

XV. GRATUITIES: Employees of The Galt House are allowed to accept tips or gratuities. In the event that an exhibitor wishes to tip an employee, please ensure that you have the name of the individual to whom you wish to provide the gratuity. Tips are never expected. The Galt House encourages exhibitors that have a positive experience with an associate to leave a review on TripAdvisor.

XVI. PRIZE DRAWINGS: Exhibitors planning to hold drawings or raffles must submit, in writing, to SHAPE America, a complete description of the items to be raffled, the methods by which winners will be selected, and the manner in which winners will be announced. Such drawings will not be permitted if they conflict in any way with the Professional Learning Institute or local laws. Promotion of the drawing/raffle is solely the responsibility of the exhibitor; SHAPE America is not responsible for promotion of exhibitor-driven activities. Draft copies of any materials promoting the drawing/raffle must be provided to SHAPE America prior to printing/mailing and SHAPE America reserves the right to request edits, particularly as they pertain to the use of SHAPE America marks and logos.

XVII. FIREPROOFING: All decorating materials must be constructed of flameproof material or treated with an approved fire-retardant solution. Spot testing may be performed by the Louisville Fire Marshal.

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XIX. SAFETY/FIRE CODE REQUIREMENTS: The safety of all occupants of The Galt House is of primary concern. Any unsafe condition or activity should be immediately reported to The Galt House Security and supervisory personnel of the responsible party for corrective measures.

Those provisions of the NFPA 101 Life Safety Code 1994 edition and the 2000 International Fire Code for public assembly facilities have been established as a standard for review of occupancies and events in The Galt House. The information contained in this outline is a summary of relevant provisions contained in these Codes as well as standard operating procedures established in cooperation with the Fire Marshal of Louisville. Reference copies of these codes are available in the Event Management Department.

XXI. HAZARDOUS MATERIALS LABELING: For the safety of the public and all employees, OSHA requires that all containers of hazardous materials be labeled with the identity of hazardous materials contained therein and appropriate hazard warnings. Exhibitors displaying or using hazardous chemicals must submit material Safety Data Sheets and manifests to The Galt House no less than sixty (60) days prior to move-in.

XXII. SAMPLING: Exhibitors must follow the Food and Beverage Sampling Guidelines of The Galt House, as illustrated below in items XXII.A-XXII.I.

A) Exhibitors cannot sell their sample food and beverage products on the floor as a cash and carry item.

B) The serving of food/snack/novelty products (ice cream, pizza, chicken, sausage, popcorn, cookies, jerky, etc.) are permitted only when the product is the brand name of the exhibitor or distributed by the exhibitor. Otherwise for drawing attention to your booth you must purchase food and beverage items through the hotel. Contact your event service manager to place an order directly with the hotel.

(1) Bite Size food samples are three (3) ounces or less.

(2) All food must be dispensed in single service quantities. Samples must be served in single portions using such items as napkins, a single service cup or toothpicks.

C) Samples of non-alcoholic beverages (bottled water, sodas, energy drinks, coffee, tea, etc.) may be distributed onsite only when the product is the brand name of the exhibitor or is distributed by the exhibitor:

(1) Samples are served for “on the spot consumption,” unless it is an unopened container (water, energy drinks, and sodas).

(2) Samples are three (3) ounces or less (open containers).
D) Service of any alcoholic beverage must be arranged first through your event service manager. If it is your product or distributed by you, your event service manager will advise on the conditions that must be met.

E) The serving of generic products by an exhibitor for drawing attention/attract attendees to their booth is permitted only when the products are purchased from the hotel (popcorn, popcorn machine, cookies, appetizers, beverages).

F) For public health reasons, restrooms, and/or facility kitchens may not be used as exhibitor clean-up areas. Costs associated with the disposal of trash, waste, grease, etc. from exhibitor sampling are the responsibility of the exhibitor. Securing of all necessary licenses, permits, etc. is the responsibility of the exhibitor. The hotel does not provide janitorial services of any kind.

G) No food, food containers, utensils, napkins, straws or single service materials may be stored directly on the floor. Personal items such as purses, coats, etc. must not be in the food service area of the booth.

H) Potentially hazardous foods must be maintained at below 41 F or above 140 F at all times including storage, transportation, and service. Proper equipment to maintain food temperatures must be provided. This includes mechanical refrigeration and/or hot holding units on site. Foods that don’t meet these requirements may not be served. The hotel does not provide any of the said services.

I) Displays that have open food on display for an extended period are required to have sneeze guards. Food that is placed on a tabletop for immediate pick-up by attendees will not require a sneeze guard but must be limited to small quantities designed to serve 10-15 portions at a time.

XXIII. STORAGE: All cartons, crates, containers, and packing materials that are necessary for re-packing shall be removed from the show floor. The Galt House inspects all exhibits to ensure compliance. Crates, packing materials, wooden boxes and other highly combustible materials may not be stored in The Galt House. Items such as brochures, literature, giveaways, etc., within the booths are limited to a one-day supply.

XXIV. GENERAL EXHIBITION POLICIES: Noisy or offensive exhibits are prohibited. Distribution of literature or samples must be related to exhibit and distributed within exhibitor’s space. No food products or beverages may be distributed from exhibitor’s space without approval from SHAPE America. Exhibitor must comply with all local laws, rules, regulations and ordinances in force. The exhibitor may not display signs that are not professionally prepared or which, in the opinion of SHAPE America, detract from the appearance of the exhibition in any manner whatsoever. SHAPE America shall have sole control over all admission policies at all times.

XXV. EXHIBIT SPACE EQUIPMENT: Standard booth equipment consists of skirted tables and chairs. The exhibitor must pay for costs incurred in the operation of its booth. This
provision specifically covers expenditures incurred for lights, power, water or other utilities or services in connection with its own exhibit space.

XXVI. EXHIBIT SPACE CONSTRUCTION AND ARRANGEMENT: Exposed parts of the display must be finished so as not to be objectionable to other exhibitors or to SHAPE America or such parts will be ordered draped by SHAPE America and billed to the exhibitor. Maximum exhibit height is eight feet (8’). Side walls of exhibit space are limited to three feet (3’), out to within 4 feet (4’) of the front line and from that point to the aisle—42 inches (42”).

No display equipment over 42 inches (42”) in height is to be placed in the front 2 feet (2’) of exhibit space. In all single tabletop corner locations, the backwall is considered the same as the backwall of other booths in the same continuous row except for those firms which have reserved the two end corner booths adjoining each other.

XXVII. CARE OF EXHIBIT SPACE: The exhibitor shall keep in good order space occupied. An exhibitor may not place anything in the aisles during open hours of the exhibition. The exhibitor assumes responsibility of returning the exhibit space to the exhibit facility in the condition in which it is found; clean, undamaged and unmarrred.

XXVIII. EXHIBITOR SERVICES: The Galt House offers the following services for exhibitors; order forms will be available through the Exhibitor Packet.

- Furniture (6’ x 19” or 8’ x 30” tables, cocktail tables, chairs, wastebaskets)
- Electrical (AVMS is the in-house audio-visual services company for The Galt House)
- Telecommunications (orders are handled through AVMS)
- Audio Visual (orders are handled through AVMS)
- Booth Catering Services (orders must be submitted through The Galt House and a credit card authorization form is required for all orders. Any alcohol served within a display space requires a bartender – at an additional fee. Banquet orders are due five (5) business days before the event.

XXIX. SPECIAL VISUAL AND SOUND EFFECTS: Audio-visual and other sound devices and effects will be permitted only in those locations and in such intensity as, in the opinion of SHAPE America, does not interfere with the activities of neighboring exhibitors. Audio-visual effects of purely entertainment character, without informative value, will not be permitted.

No electric flashing signs or signs involving the use of neon or similar gases will be permitted, unless approved by SHAPE America in writing. Should the wording on any sign or area in an exhibitor’s space be deemed by SHAPE America to be contrary to the best interests of the exhibition, the exhibitor shall make such changes in wording as are requested by SHAPE America. In no event shall a sign contain a merchandise or service sale price.
The use of devices for mechanical reproduction of sound or music is prohibited unless an exhibitor shall have received written approval from exhibit management and the exhibitor provides documentation of obtaining an appropriate license. Sound of any kind must not be projected outside the confines of an assigned exhibit and shall not adversely impact the business dialogue of a neighboring exhibitor.

XXX. SELLING ON THE EXHIBIT FLOOR: Cash and credit card sales are permitted. Licenses, taxes to sale, payment of sales tax, and other legal business requirements are the responsibility of the exhibitor. Purchases of goods must be furnished with a bill of sale or receipt.

XXXI. BOOTH ATTENDANTS: Each exhibitor is expected to have an attendant in the display booth during the open hours of the exhibit. Attendants must be bona fide employees or representatives of the exhibiting firm. There is no restriction on the number of attendants per booth; however, attendants must wear exhibitor badges and be registered as exhibitors. We recommend a maximum of two attendants per standard tabletop display at any particular time.

XXXII. REGISTRATION AND BADGES: SHAPE America shall have sole control over attendance policies at all times. Exhibitor personnel must be properly registered in order to staff a display and must wear either a "worker's" badge or a (non-transferrable) registration badge during move-in and exhibit hours. Registration options for attending the entire SHAPE America Professional Learning Institute will be circulated with an Exhibitor Bulletin. One (1) complimentary full conference registration badge and two (2) exhibit hall only badges per tabletop display is available.

XXXIII. CHILDREN'S ADMITTANCE REGULATIONS: For safety and liability reasons, children under sixteen (16) years of age must be accompanied by an adult at all times in the exhibit areas and throughout The Galt House. Children under sixteen (16) years of age are not permitted in areas scheduled for move-in or move-out activities.

XXXIV. CANVASSING BY NON-EXHIBITORS: The exhibition is limited to business firms, professional organizations, educational institutions, government agencies and individuals who have contracted and paid for exhibit space. No other persons or concerns will be permitted to demonstrate their products, solicit orders or distribute advertising materials in the exhibition.

XXXV. ACCESS CONTROL/SECURITY: General 24-hour access control will be provided by SHAPE America for the convention period including move-in and move-out. SHAPE America is not responsible for the loss of any material by or for any cause and urges the exhibitor to exercise normal precautions to discourage pilferage. Exhibitors will be afforded specified time periods, prior to each day's show opening and subsequent to each day's show closing, to prepare, adjust and alter their exhibit area.

XXXVI. IRREGULAR ACTIVITIES: Business activities of the exhibitor must be within the exhibitor's allocated exhibit space. Samples, catalogs, pamphlets, souvenirs and publications may be distributed by exhibitors only from within their own booths or in...
areas designated by exhibit management. Scantily clad models are prohibited. Throwing of souvenirs, loud shouting and the making of unnecessary noise, whether by human or mechanical means to attract attention, puppet shows, canes, yardsticks and similar devices or side show tactics will not be permitted. Aisle space belongs to SHAPE America. No exhibits or advertising matter will be allowed to extend beyond the assigned booth space.

Undignified methods and materials considered by SHAPE America to be objectionable, are expressly prohibited. Questions concerning the legality of distributing specific promotional materials should be presented to SHAPE America for approval. Exhibitors may distribute samples. Use of glass containers for this purpose is dangerous and plastic or other unbreakable containers are recommended.

XXXVII. PROPERTY DAMAGE: The exhibitor is responsible for all damages, except normal wear and tear. For accuracy in billing, The Galt House representatives and show management should inspect all leased space prior to move-in and during move-out to determine existing conditions. Exhibitors will be informed of all damages, which occur, after your event with written reports and photographs as soon as they are documented. A final walk-through will take place at the conclusion of your event.

XXXVIII. AMENDMENT TO RULES: Matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of SHAPE America. These rules and regulations may be amended at any time by SHAPE America and amendments shall be binding on exhibitors equally with the foregoing rules and regulations.

XXXIX. INCORPORATION BY REFERENCE/LAWS APPLICABLE: Terms set forth herein are expressly incorporated by reference into the original application and contract for exhibit space and are to be treated as having full legal efficacy for enforcement of same. The agreement for rental of exhibit space shall be governed by the laws of the state of Virginia wherein the SHAPE America headquarters offices are located.