

# YMCA OF THE USA RULES AND REGULATIONS

YMCA of the USA reserves the right to accept or reject any exhibit, which might be objectionable, and to prohibit any exhibits that would detract from the general character of the display. These rules and regulations stated here, or in the Anaheim Convention Center Building and Operating Guidelines (see appendix) and within the exhibitor's Prospectus constitute a bona fide part of the contract for space. YMCA of the USA reserves the right to render all interpretation and decisions shall be accepted as final in all cases. It is the responsibility of the Exhibitor to be fully familiar with these Exhibit Rules and Regulations and to see that all Exhibitors' representatives attending the exposition are also familiar with them. The Exhibitor agrees to abide by all Rules and Regulations established by YMCA of the USA and the Anaheim Convention center for its participation in this event.

## 1. General Rules

- a) No exhibitor may assign, sublet or apportion his or her space in whole or in part, nor exhibit any products or services other than those manufactured or handled in the normal course of his business, or permit any agent or any exhibiting firm to solicit business in his or her space.
- b) YMCA of the USA reserves the right to alter the exhibit floor or change space assignment in case of an emergency and/or in the interest of any Exhibitor.
- c) Exhibits shall be set up so that they will in no way project/extend beyond the 10' x 10' Exhibitor's space purchased (**NO EXCEPTIONS**), including aisle surrounding booth(s) and neighboring vendor's booth(s) area. They shall not obstruct the view of, or interfere with, the exhibits of others. If Exhibitor considers having a structure within his/her booth, Exhibitor must submit the corresponding dimension drawings for approval no later than **January 15, 2019**, to [exhibits@ymca.net](mailto:exhibits@ymca.net). We reserve the right to prohibit any exhibitor to exhibit if rules are not adhered to.
- d) Mechanical devices or any other apparatus must not be noisy or interfere with other exhibitors whatsoever. Exhibitor shall refrain from producing any sounds loud enough to interfere with normal conversation in adjacent booths.
- e) Exhibitors may not canvass or distribute advertising material outside their booth area.
- f) **Exhibitor final payment is due by May 2, 2019. NOTE: A \$50.00 service fee will be assessed for each returned check.**
- g) **NO REFUNDS** will be issued on cancelled booth space after **April 15, 2019**.
- h) Exhibits must be maintained throughout the scheduled exhibit time.
- i) Exhibitor is responsible for their own travel, lodging, food, shipping, and other costs associated therewith.
- j) Exhibitor may not dismantle its booth(s) before **3:00 p.m. Saturday, July 20, 2019**.
- k) Exhibitor and representatives must wear identification badges containing the name of the Exhibitor and the representative's name.
- l) No one under the age of 18 is allowed on the exhibit floor during exhibit set-up or move-out hours.
- m) Exhibitor is not allowed on the front driveway of the hotel due to fire zones.
- n) Exhibitor must valet or self-park vehicle in designated areas and then proceed to the exhibit area.
- o) **Preferred Vendor Exhibitors MAY display the YMCA name, logo, designs or marks in their booths and on his/her merchandise, samples, brochures, and giveaway items pursuant to the terms set forth in the preferred vendor agreement.**
- p) **Exhibitors who do not have preferred vendor status may NOT display the YMCA name, logo, designs, or marks in their booths and on his/her merchandise, samples, brochures, giveaway items unless there is a signed Preferred Vendor Agreement between YMCA of the USA and said parties. Please be reminded that although a potential Exhibitor may have a sub-**

**license agreement with YMCA local associations that allows the Exhibitor to use the YMCA name, logo, designs, or marks within the service area of said YMCA local associations, this fact does not imply that Exhibitor has the right to use or display the YMCA name, logo, designs or marks nationwide, including, without limitation, at this 2019 General Assembly of YMCAs event.**

- q) **Partner Exhibitors MAY display the YMCA name, logo, designs or marks in their booths and on his/her merchandise, samples, brochures, and giveaway items.**
- r) Exhibitors engaged in sales are responsible for obtaining the appropriate Business License from the City of Anaheim and for payment of all applicable state and local taxes.
- s) No videoing will be allowed in the Exhibitor booth or inside the Anaheim Convention Center or the exhibit hall; violators will be prohibited from exhibiting during the **2019 General Assembly of the YMCAs.**
- t) Exhibitors should practice respectful behavior when dealing with show management and their fellow exhibitors. The use of profanity and other discourteous behavior will not be tolerated.

## **2. Rules related to Exhibit Erection, Repair, and Dismantling**

- a) All exhibits, displays, decorations, table set-ups, signs and signage are subject to approval of YMCA of the USA and *The Anaheim Convention Center*.
- b) Exhibitor is responsible for the set-up and break-down of their own exhibits unless this has been contracted to the official decorator.
- c) All work involved in the erection, touch-up painting, dismantling, and repair of booth space will fall under The Anaheim Convention Center Service Manager jurisdiction and shall be exclusively conducted by the official decorator. This work is to include wall coverings, pipe and drape, painting, hanging of signs and/or decorative materials from the ceiling, placement of all signs, and the erection of platforms used for exhibit purposes. YMCA of the USA reserves the right to accept or reject any exhibit, which might be objectionable, and to prohibit any exhibits that would detract from the general

character of the display. These rules and regulations stated here, or in the Anaheim Conventions Center Customers' and Exhibitors' Rights (attached) and within the Exhibitor's Prospectus constitute a bona fide part of the contract for space. YMCA of the USA reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success and well-being of the exposition, all interpretation and decisions shall be accepted as final in all cases. It is the responsibility of the Exhibitor to be fully familiar with these Exhibit Rules and Regulations and to see that all Exhibitors' representatives attending the exposition are also familiar with them. The Exhibitor agrees to abide by all Rules and Regulations established by YMCA of the USA. and the Anaheim Convention Center for its participation in this event.

- d) **Only exhibitor's full-time employees or contracted personnel may set their own exhibits.** If additional persons are required, personnel must be acquired through the official decorator.
- e) **Only exhibitor's full-time employees may "hand carry" material provided they do not use material handling equipment.** If exhibitor does choose to "hand carry" material, it may not be permitted access to the loading dock/freight door areas.
- f) All work involved in the loading and unloading of all trucks, trailers, and common and contract carriers, as well as the handling of empty crates and the operation of materials handling equipment, is under union jurisdiction and shall be exclusively conducted by the official decorator. The union also has the jurisdiction of the unloading, uncrating, skidding, leveling, painting and assembly of machinery and equipment, as well as the reverse process.
- g) Official decorator's rules prohibit the solicitation or acceptance of tips in cash, product or gifts in kind by any person.

## **3. Exhibitor's Liability**

It is understood that neither the YMCA of the USA, the City of Anaheim, the Community Center Authority nor the Anaheim Union High School District, their members, officials, officers, directors, or employees ("the Indemnified Parties") shall be responsible or liable for injury to any

person or persons for loss of or damage to any property belonging to the exhibitor or any person or persons while in transit to or from the Anaheim Convention Center or otherwise. Further, the exhibitor, on behalf of exhibitor, its staff and exhibitor's guests, assumes all responsibility for any and all loss, theft and/or damage to exhibitor's displays, equipment and other property while on Anaheim Convention Center premises, and hereby waives any and all claims and/or demands it may have against the Indemnified Parties arising from such loss, theft and/or damage. In addition, the exhibitor agrees to defend (if requested by any of the Indemnified Parties with counsel satisfactory to the requesting party), indemnify and hold harmless the Indemnified Parties and their respective parents, subsidiaries and other related and affiliated companies from and against any and all liabilities, obligations, claims, damages, suits, costs and expenses, including, without limitation, attorneys' fees, costs of court and costs of other professionals, arising from directly and/or indirectly and/or in connection with the exhibitor's occupancy and/or use of the exhibition premises and/or any part thereof and/or any act, error and/or omission of the exhibitor and/or its employees, subcontractors and/or agents. The Exhibitor also assumes full responsibility and liability for all injury to any and all persons or property in any way connected with exhibitor's display caused by the Exhibitor's exhibit, agents, representatives, or employees.

#### **4. Limitation of Liability**

Neither YMCA of the USA nor the Exhibitor will be liable for incidental, special, or consequential damages. Liability including for the loss of profits or other economic damages, even if advised of the possibility of such damages. This limitation will apply regardless of the form of action, whether in contract or not, including negligence.

#### **5. Compliance with Federal, State and Local Laws**

Exhibitor declares it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

#### **6. No Authority to Bind YMCA of the USA**

Exhibitor has no authority to enter into contracts or agreements on behalf of YMCA of the USA.

#### **7. Non-Waiver**

The failure of either party to exercise any of its rights under this document shall not be deemed a waiver of such rights or a waiver of any subsequent breach.

#### **8. Notices**

Any notice given in connection with this document shall be given in writing and shall be delivered either by hand to that party or by certified mail; return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

#### **9. Assignability**

This agreement may not be assigned, in whole or in part, except with a written agreement by both parties.

#### **10. Choice of Law**

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Illinois, without reference to its choice of law principles.

#### **11. Entire Agreement**

This is the Entire Agreement of the parties and cannot be changed or modified orally.

#### **12. Severability**

If any part of this agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

#### **13. Amendment**

This agreement may be supplemented amended or revised only in writing by agreement of the parties.