

CONGRESS TERMS AND CONDITIONS

1. **CHARACTER OF THE EXPOSITION.** The APA reserves the right to determine the eligibility of any company, product or service and the right to restrict, prohibit or evict any exhibitor or product which, in the opinion of Show Management, detracts from the character of the exposition or for any violation of the following Terms & Conditions. In the event of such restriction or eviction, the APA is not liable for refunding exhibit fees or any other cost incurred by the exhibitor. Violations of the Terms & Conditions may also result in loss of exhibitor priority.
2. **TERMS OF PAYMENT.** All applications for exhibit space must be accompanied with a 50% deposit for each 10' x 10' booth space requested. The Final Balance Due for Exhibit Space must be paid on or before **January 29, 2010**.
3. **FAILURE TO MAKE FINAL PAYMENT CONSTITUTES A CANCELLATION OF THIS CONTRACT.** If full payment is not received by **January 29, 2010**, APA reserves the right to charge the amount due on your credit card. Show Management reserves the right to resell your exhibit space without a notice or refund after **January 29, 2010**. Requests for Cancellation and Refunds must be in writing. Cancellations are subject to a \$1,000 per 100 sq. ft. of booth space administrative fee if received on or before **January 29, 2010**. Cancellations received after **January 29, 2010** will result in the APA retaining the full amount paid for each booth space rented. No requests for refunds will be granted after January 29, 2010. The APA reserves the right to deny exhibit space to companies which have overdue account balances with the APA and its affiliates.
4. **SUBLEASING/SHARING** of Exhibit Space is prohibited. All signs, displays and products in a booth must be related to the exhibitor's company.
5. **EXHIBIT SPACE ASSIGNMENTS** are made on the basis of priority, availability and need, with all assignments made in the best interest of the exposition. Show Management reserves the right to alter an exhibitor's assigned space if it is deemed necessary in the best interest of the exposition. Before exercising its discretion, Show Management will consult with the exhibitor.
6. **DISPLAYS AND EXHIBITS** in Public View are required to be appropriately finished on all sides and surfaces. If such surfaces remain unfinished at the start of the exposition, Show Management may authorize the official contractor to effect the necessary finishing and the exhibitor will be required to pay all costs involved.
7. **DAMAGE TO PROPERTY** caused by an exhibitor will be paid for by that exhibitor. Do not paint, tape, nail, screw, drill or tack anything to the walls, columns, floor or ceiling of the building, adjoining displays or the official contractor's display material.
8. **FIRE DEPARTMENT REGULATIONS** must be observed. Display and packing material must be flame-retardant. Electrical equipment must be UL approved and must be wired by a licensed electrician.
9. **INSURANCE.** All Exhibitors, their contractors and suppliers working in the exhibit hall are required to carry liability and property insurance. Exhibitors must operate and maintain their exhibit so that no injury will result to any person or property. Hazardous and nuisance-causing giveaways are prohibited. No helium balloons may be given away. All exhibitors are strongly urged to obtain full-coverage temporary insurance for their merchandise and displays while in transit and while at the exposition.
10. **EXHIBITOR INSURANCE.** The exhibitor shall procure and maintain through the term of this contract, comprehensive general liability insurance. Such insurance shall name and hold harmless the APA and the exposition location for all liability in any act or omission related to Exhibitor's exhibit or any act or omission of exhibitor or any of its employees or agents; including accident or injury to invitees, guests, exhibitor, their agents and employees and including loss or damage to personal property. Proof of insurance is required and must be submitted to APA prior to **January 29, 2010**.
11. **CANCELLATION OF EXPOSITION.** If the APA should be prevented from holding the exposition for any reason beyond the APA's control (such as, but not limited to damage to building, riots, strikes, war, terrorism, acts of government or acts of God), then the APA has the right to cancel the exposition or any part thereof, with no further liability to the exhibitor other than a refund of exhibit fees less a proportionate share of the exposition cost incurred.
12. **COMPLIANCE WITH LAWS.** Exhibitor shall not cause any violation of Federal, State, County or City Laws, or the rules of the exposition location.
13. **SOLICITING** outside the confines of the exhibitor's assigned space is prohibited.
14. **LABOR AND CONTRACTORS.** Exhibitors that plan to use outside contractors must notify Show Management in writing 60 days prior to the exposition. Outside contractors are required to supply verification of liability insurance coverage. All labor must have local union clearance.
15. **COMPETITIVE** meetings, sessions, forums, or events which conflict with the conference and exposition are prohibited and holding such events may prevent your organization from exhibiting at future conferences.
16. **NON-EXHIBITING COMPANIES,** organizations and individuals who supply products and services to APA exhibitors or that supply products or services to APA attendees may not attend.
17. **EXHIBITOR REGISTRATION** is limited to sales, marketing, management and special booth personnel. The APA reserves the right to limit the number of exhibitor personnel.
18. **INSTALLATION, SHOW, AND DISMANTLING** hours and dates shall be those specified by the APA. Packing of exhibits prior to the close of the exposition is prohibited. Exhibitor shall be liable for all storage and handling charges for failure to remove exhibits by specified time and date.
19. **AMENDMENTS TO RULES AND REGULATIONS.** Show Management, at its discretion, may make reasonable changes, amendments or additions to these Terms and Conditions. Any changes, amendments or additions shall be binding on the exhibitor. The ruling of Show Management shall be final in all instances with regard to use of any exhibit space.
20. **NOT ASSIGNABLE BY EXHIBITOR.** This Agreement may not be assigned by the Exhibitor absent the written consent of the APA.
21. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by the internal laws of the state of New York. The parties hereby submit to the exclusive jurisdiction of the state and federal courts in New York governing any disputes concerning this Agreement, and further agree that they are subject to personal jurisdiction in New York in any such dispute.
22. **MERGER CLAUSE.** The parties agree that this Agreement (and any other Agreement referred to herein) contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.
23. **ATTORNEY'S FEES.** In the event of any dispute concerning this Agreement, the prevailing parties shall be entitled to reasonable attorney's fees.
24. **FREIGHT HANDLING.** An exhibitor may "hand carry" material provided they do not use material-handling equipment to assist them. When exhibitors choose to "hand carry" material, they may not be permitted access to the loading dock/freight door areas. Wheeled devices such as luggage carriers are not considered "hand carry."