



## AVS EXHIBIT TERMS, CONDITIONS, RULES AND REGULATIONS

**IMPORTANT COVID POLICY:** AVS will take every precaution for the safety of all our attendees and exhibitors. AVS may implement measures such as the use of face masks and sanitizing stations to protect all attendees and exhibitors from the transmittal of COVID. **COVID REFUND POLICY (IF NECESSARY):** If AVS 68 is cancelled or postponed due to COVID, you will receive a refund for your paid booth space under the following terms: For payments by check, full refunds will be provided. Credit card or wire transfer payments will receive a 95% refund to cover bank fees imposed on AVS. If AVS-68 is postponed or cancelled due to COVID, AVS will utilize your investment for the support, advertising and/or sponsorship of a virtual event if desired.

### EXHIBIT TERMS AND CONDITIONS:

**EXHIBIT MANAGEMENT**—The words “Exhibit Management,” “Management,” and “Society” as used herein refer to AVS, its officers, employees, members, or agents.

**LOCATION, DATES, & HOURS**—The exhibit location, dates, and hours will be as indicated in this prospectus. Exhibit Management reserves the right to make changes in the exhibit dates and/or hours; however, such changes will be made known as far in advance as possible.

**SUBLETTING OF SPACE**—No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted without the knowledge and written consent of Management.

**ARRANGEMENT OF EXHIBITS**—Exhibitors agree to arrange their exhibits so as not to obstruct the general view of nor hide other exhibits. Overall display height is restricted to 8 feet. No partitions other than the side rails provided by Management are allowed unless specifically approved in advance. Side dividers at the 8-foot height may be extended no more than 4 feet from the back of the exhibit booth. The entire cubic content of an island booth may be used up to the maximum height of 16 feet, including signage.

**DISPLAYS & DECORATION**—Management shall have full discretion and authority in the placement, arrangement, and appearance of all items displayed by exhibitor. Exhibit space includes 8-foot high back drape and 3-foot high side drape. This drape is not intended as a display fixture, therefore, product and signs should not be attached or affixed. Exhibitors are required to and responsible for carpeting their entire booth space. Booths not fully carpeted by two hours prior to show opening will be carpeted at the exhibitor’s expense.

**INSTALLATION & DISMANTLING (I&D)**—Displays must be completely assembled by 6pm on Monday. In order to conform to union contract rules and regulations, it will be necessary that all exhibitors use qualified union personnel for the installation and dismantling of exhibits and for material handling within the show. The handling, placing or setting out of merchandise that is to be displayed does not require union labor and may be done by the exhibitor. Any installation of exhibits or displays which requires the use of hand tools, more than one person or longer than 30 minutes to install (including crating or uncrating), or exceeds ten feet in any direction shall be installed by union personnel. The official contractor is responsible for maintaining in and out traffic schedules at the show site. Even local exhibitors should clear all movements of exhibit materials through the official contractor, as they will have priority at the unloading area at all times. Exhibitors may move only materials that can be hand-carried by one person in one trip. Hand-carried is defined as small cartons, packages or portable lap-top computers that usually weigh less than 30 lbs. No one, other than the official contractor’s employees, is allowed to use dollies, hand trucks or other mechanical equipment. This includes, but is not limited to, I&D and facility employees. Unions claim jurisdiction under all other circumstances. Exhibitor shall comply with all applicable laws, codes, and rules and regulations of the federal, state and city governments and the facility, as well as all rules of the exhibit set forth herein, as amended from time to time. The exhibitor shall use the leased area in a safe and careful manner, and shall not do, or permit others to do, anything in the leased area or facility which would cause a difference in conditions from those previously approved by Exhibit Management’s insurance carriers or the facility, which would in any way increase insurance premiums payable by Exhibit Management or the facility.

**MAINTENANCE OF EXHIBITS**—All exhibits must be adequately staffed during exhibition hours. Exhibit booths may not be dismantled nor may any packing be done prior to the final closing time of the exhibit. **ADMISSION**—Management shall have sole control over admission policies at all times. Children under the age of 12 are not permitted on the exhibit floor unless accompanied by an adult. Exhibiting companies will receive two technical session badges and all other personnel must register separately for the meeting.

**REJECTION & PENALTIES**—Management reserves the right to restrict, reject, prohibit or eject any exhibit, in whole or in part, which because of noise, safety hazards or for other prudent reasons becomes objectionable. If an exhibit or exhibitor is ejected for violation of these rules and regulations, no return of rental shall be made.

**ADVERTISING MATTER**—Management may prohibit distribution of souvenirs, advertising matter or anything else it considers objectionable. Distribution elsewhere than from within an exhibitor’s booth without permission from AVS is forbidden.

**PHOTOGRAPHY/VIDEO RECORDING**—Exhibitors shall not photograph or video tape the exhibit or product of another exhibitor without the prior written consent of Exhibit Management and the exhibitor involved. Management reserves the right to photograph and/or video tape any exhibit at the show for use in future promotional materials and otherwise as determined by Management.

**SAFETY PRECAUTIONS**—Exhibitors must use extreme caution when operating equipment which could cause eye damage, emit excessive radiation or in any way harm visitors in the exhibit area.

**RESTRICTIONS**—The exhibit is scientific and educational; over-the-counter sales during the show are prohibited.

**CANCELLATIONS**—For cancellations received on or before May 31, 2022, all sums, less a service charge of \$250 will be returned to the exhibitor. On cancellations received between June 1, 2022, and July 31, 2022, 50% of the booth rental will be refunded. After July 31, 2022, no refunds will be made. Any refunds for cancelled exhibit space will be made after the completion of the Exhibition. If COVID regulations mandates that AVS must cancel the event, then the COVID Cancellation Policy (above) will apply.

**RULE CHANGES**—Exhibit Management reserves the right to modify or supplement these rules as it deems appropriate to the operation of the exhibit, and exhibitor agrees to be bound by them. Violations of any of these terms or regulations on the part of exhibitor, its employees or agents shall, at the option of Exhibit Management, constitute cause for Exhibit Management to terminate this Agreement, expel exhibitor from the exhibit, and exhibitor shall forfeit all fees paid to Exhibit Management.

**BOOTH ACCESSIBILITY**—Under Title III of the Americans with Disabilities Act, each exhibitor is responsible for making his exhibit accessible to the disabled, and shall indemnify Exhibit Management and the facility against failure to do so. Exhibitors who have constructed, or are planning to construct, second story booths must comply with this federal law.

**COMPETING EVENT**—Hospitality/Meeting space is available for receptions, product demonstrations, meetings, etc. and must be reserved through Exhibit Management. Scheduling of private functions, cocktail parties or other events during exhibit hours or during any AVS sessions or special functions is strictly prohibited.

**SUPPLIERS**—Exhibitor acknowledges that Exhibit Management does not own, operate or in any other manner exercise any control or influence over third party suppliers to the exhibit, and that Exhibit Management acts solely as exhibitor’s agent in arranging with such suppliers for the provision of goods and services for the exhibit. As such, Exhibit Management does not assume any responsibility for and cannot be held liable for any personal injury, property damage or other loss, accident delay, inconvenience, or irregularity which may be occasioned by any wrongful or negligent acts or omissions on the part of any of the suppliers, their employees, or any other party not under the control of Exhibit Management.

**INSURANCE**—Exhibitor agrees to maintain general liability insurance in an amount not less than One Million Dollars (\$1,000,000) to cover its potential liabilities under this Agreement, and shall name as additional insured under exhibitor’s liability policy for the period of the exhibit including move-in and move-out periods: Exhibit Management (American Vacuum Society); the designated decorator; and all directors, members, officers, agents, employees, affiliates and subsidiaries of each of the above. Copies of additional insured endorsements and primary coverage endorsements and, if requested, complete copies of policies, shall be furnished to Exhibit Management sixty (60) days before the first day of the event.

**SECURITY & LIABILITY**—Exhibit Management will provide general security service on a 24-hour basis to the exhibition area from the beginning of move-in hours through the conclusion of the exhibition. It is suggested that each exhibitor insure his own property against loss and theft. Neither Exhibit Management, the Charlotte Convention Center or the designated decorator will assume responsibility for the safety of the property of the exhibitor, his officials, agents or employees, from theft, damage by fire, accidents or other causes but will use reasonable care to protect them against such loss. The exhibitor agrees to make no claim against Exhibit Management, the Charlotte Convention Center nor the designated decorator, and will protect, indemnify, defend, and save the above-named, harmless from any and all losses, costs, damages, liability, or expenses (including attorney’s fees) arising from or by reason of any accident, bodily injury, property damage, theft or loss, or other claims or occurrences to any person, including exhibitor, its employees and agents, or any business invitees, arising out of or related to exhibitor’s occupancy or use of the exhibition premises in the exhibit or in and adjacent to the Charlotte Convention Center, including storage and parking areas. Exhibit Management will not be liable for the fulfillment of this contract as to the delivery of space if nondelivery is due to the following causes: by reason of the building being destroyed by fire, act of God, public enemy, strikes, the authority of law, or for any other cause beyond its control. In the event of its not being able to hold the exhibit for any of the above named reasons, Management will refund to each exhibitor the amount paid for the space, less a proportionate share of all the expenses incurred by Exhibit Management for the exhibit.

**UNMANNED BOOTHS/EARLY DISMANTLE PROHIBITED**—All exhibit booths must be carpeted and manned for the duration of the exhibit days and hours. Early dismantle is strictly prohibited. Penalties and fines apply.

**ADVERTISING ORDERS AND SPONSORSHIPS ARE NOT CANCELLABLE OR REFUNDABLE AFTER JULY 1, 2022**