

GENERAL RULES AND REGULATIONS 2009 ANNUAL CONFERENCE AND EXPOSITION

The American Library Association (ALA) and its authorized representatives are hereafter referred to as Exposition Management.

1. PAYMENT AND REFUNDS: To be included in the first round of space assignments, this application must be received by September 26, 2008 with the appropriate deposit. Applications must be accompanied by payment in the amount of a \$1,000 deposit per 10' x 10' booth. Applications without such payment will not be processed nor will space assignment be made. The balance of the space rental charge will become due and payable January 16, 2009. Applications submitted after January 16, 2009 must be accompanied by payment IN FULL of the space rental charges. Applications received without such payment will not be processed nor will space assignments be made. Please notify ALA immediately of cancellation. Cancellations or reductions of space made prior to January 16, 2009 will receive a refund of payments made, less a \$100 cancellation fee per 10' x 10' booth. Cancellations or reductions of space made between January 16, 2009 and February 13, 2009 will receive a refund of payments made, less the deposit of \$1,000 per 10' x 10' booth. No refunds will be made after February 13, 2009. Exceptions to this are companies who are invoiced after January 16, 2009. Companies will have 10 days from the date of invoice to cancel. In that case they will be eligible for a refund of payments made, less the deposit of \$1,000 per 10' x 10' booth. After May 30, 2009 all payments must be made by cashiers check. It is expressly agreed by the exhibitor that in the event he fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning use of exhibit space, Exposition Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. All space rental must be paid in full prior to move-in of the exposition. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by him for his space reservation, regardless of whether or not the Exposition Management enters into a further lease for the space involved. In case the exposition shall not be held for any reason whatsoever, then and thereupon the rental and lease of space to the exhibitor shall be terminated. In such case the limit claim for damage and/or compensation by the exhibitor shall be the return to the exhibitor of the amount already paid for space for this specific event.

2. SPACE RENTAL AND ASSIGNMENT OF LOCATION: The ALA Exhibits are designed to provide a showcase for goods and services either specifically designed for or customarily used by the library and information services segments of the industry. The ALA reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of the ALA, likely to be compatible with the general character and objectives of the exposition. Small Press/Product exhibitors may only apply for the use of one table space. Complete table rules appear in the Exhibitor Prospectus. Whenever possible, space assignments will be made by the ALA in keeping with the preferences as to location, requested by the exhibitor. ALA, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.

3. USE OF SPACE, SUBLETTING OF SPACE: No exhibitor shall assign, sublet, or share the space allotted with, or distribute materials on behalf of, another business or firm unless approval has been obtained in writing from the ALA. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted. Exhibiting firms subletting space from ALA authorized cooperative exhibit organizers are contracted with that exhibiting firm and not ALA. Therefore, they must coordinate all activity with the firm with which they have contracted. This is to include: receiving space assignment, submitting program

listings, and receiving the Exhibitor Kit. Firms are advised to contact their cooperative exhibit organizers directly for all information. Exhibitors must show only goods manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space may solicit business within the Exhibit Areas.

4. EXHIBITORS AUTHORIZED REPRESENTATIVE: Each exhibitor must name one person to be his representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. Exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times.

5. FIRE, SAFETY AND HEALTH: The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. No flammable decorations such as crepe paper, tissue paper, cardboard or corrugated paper shall be used at any time. All packing containers, excelsior and wrapping paper must be flame proof and are to be removed from the floor. This material is NOT to be stored under tables or behind displays. All muslin, velvet, silken or other cloth decorations must stand a flame proof test as prescribed by fire ordinances. All materials and fluids which are flammable are to be kept in safety containers.

6. ARRANGEMENT OF EXHIBITS: ALA will provide each booth exhibitor with an 8' high backwall of draperies supported by aluminum uprights and stanchions, 33" high draped division rails and one 7" by 44" sign showing the exhibiting company name, and booth number, listings in the *Annual Exposition Guide*, inclusion in the Exhibits Locator and on the ALA Web page.

7. DISPLAY RULES AND REGULATIONS: Each Exhibitor will be provided an Official Exhibitor Manual. The Exhibitor Manual describes the type and arrangement of exhibit space and the standard equipment provided by the ALA. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Manual. If, in the sole opinion of Exposition Management, any exhibit fails to conform to the Exhibitor Manual guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. Exhibitor Plan Review First time exhibitors must submit booth construction plans and layout arrangements for peninsula or island booths, or for exhibits involving other unusual construction features, at least sixty (60) days prior to the opening of the exposition. The rules and regulations are based on the physical characteristics of the hall, the wish to be equally fair to all exhibitors, and the safety of all concerned. Exhibitors who have special needs which require variance from these guidelines must submit a written request to the Exposition Management Office for approval at least 60 days prior to the conference. Any questions concerning the regulations should be directed to ALA Exposition Management, (630) 434-7779. Exposition Management reserves the right to require an exhibitor to alter the exhibit before the Exposition or on-site. Necessary changes are to be made at the exhibitor's expense and are subject to the approval of Exposition Management.

8. OPERATION OF DISPLAYS: Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Sound may not exceed 80 decibels as determined by ALA's sound monitoring equipment. Booths not in compliance after one warning will have their sound disconnected at their own cost. All

demonstrations or other activities must be confined to the limits of the exhibitor's rented space including the audiences for any shows or demonstrations carried on in the booth. Distribution of circulars may be made only within the space assigned to the exhibitor presenting such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, grounds or other facilities. No firm or organization not assigned space in the exhibit will be permitted to solicit business within the exhibit area, nor in any public spaces controlled by the Association during this conference. Exhibitors must cease the distribution of samples of any kind whenever such action blocks the aisles or in any way handicaps nearby exhibitors. The distribution of promotional materials in the form of balloons, canes, games or other advertising material which tends to distract from the professional and educational purposes of the exposition is prohibited. In addition, no promotional adhesive backed decals are permitted to be given out or used inside the hall. Distribution of unwrapped food or alcoholic beverages by exhibitors is strictly prohibited. (Wrapped candy or other small items are exempt from this restriction.) Booth representatives including models, demonstrators, or actors in costume, must be properly and modestly clothed. No excessively revealing attire will be permitted. Models, demonstrators, and actors in costume must remain in their own exhibit throughout the Exposition. They are not permitted in other exhibitor's booths, in the aisles, or in public areas. Exhibitors are prohibited from distributing products or services which are created through the solicitation of other exhibitors. Drawings, lotteries, or other contests where prizes or gratuities are rewarded on the basis of chance must be approved in advance by Exposition Management. No live animals permitted.

9. INSTALLATION AND REMOVAL: It is mutually agreed that it is the duty and responsibility of each exhibitor to install his/her exhibit before the opening of the exposition and to dismantle his/her exhibit immediately after the exposition's close. No exhibitor will be allowed to dismantle or unpack any part of his/her exhibit until after the closing of the Exposition. Exhibitors who dismantle early will forfeit all seniority rights. All display materials which are not removed from the exhibit floor prior to the dismantlement cutoff as announced by Exposition Management will be discarded.

10. LIABILITY AND INSURANCE: All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither the ALA, its service contractors, the management of the exhibit hall nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of exhibitor. The exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance insuring and specifically referring to contractual liability set forth in an amount not less than that \$250,000 Combined Single Limit for personal injury and property damage. Exhibitors shall provide Exposition Management with a copy of the insurance policy or rider which provides such coverage and which names the ALA as co-insured.

11. INDEMNIFICATION: Exhibitor agrees that it will indemnify and hold and save Exposition Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgements recovered from or asserted against Exposition Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when

any such injury or damage is the result, proximate or remote, of the violation by Exhibitor, or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Exposition Management by the Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Exposition Management. Exhibitor covenants and agrees that in case Exposition Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Exposition Management by virtue of any litigation.

Property Damage: Neither Exposition Management nor Exhibitor shall be responsible for any loss of or damage to any property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Exposition Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Exposition Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

12. LABOR: Exhibitors are required to observe all contracts in effect between Exposition Management, service contractors, hall and the labor organizations involved.

13. CARE OF BUILDING AND EQUIPMENT: Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and decor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

14. CONTRACT FOR SPACE/ CONFIRMATION: The contract for space/confirmation will be forwarded to the exhibitor at the time of space assignment. In the event of fire, strike, or other uncontrollable circumstances such as, but not limited to, fire and strikes, rendering the exhibit area unfit or unavailable for use, or causing the exhibit to be canceled, this contract will not be binding and payment for exhibit space will be refunded. In case any part of the exhibit hall becomes damaged or unusable so as to prevent an Exhibitor from occupying an assigned space during a part or all of the exposition period, the Exhibitor will be charged for the space only for the period the space was or could have been occupied and Exhibitor waives any claim against Exposition Management for losses or damage which may arise from such inability to occupy assigned space. These regulations are a part of the contract for space, which does not become effective until countersigned by the duly authorized officer of ALA. The acceptance of the deposit which accompanies the application for space does not constitute acceptance of a contract. ALA reserves the right to make such additional conditions, rules and regulations as it deems necessary to insure the exposition's success.

15. SALES TAX STATUS: Vendors are responsible for registration with the state sales tax authority and collection and payment of any applicable sales taxes. Non-compliance may result in immediate shutdown of your booth by local authorities.

16. OTHER REGULATIONS: Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Exposition Management. THE EXPOSITION MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED ANY AMENDMENTS, WHEN MADE, ARE BROUGHT TO THE NOTICE OF EXHIBITORS. EACH EXHIBITOR, FOR HIMSELF AND HIS EMPLOYEES, AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE.