

# RULES AND REGULATIONS

## Insurance

## **Exhibitor Liability Insurance**

Every reasonable precaution will be taken by Show Management to secure the exhibit facility during move-in, show hours and move-out. However, neither DEMA, NTP Show Management, official service contractors, facility management, nor the officers, staff, or directors are responsible for the safety of the exhibitor's property from theft, damage by accident, vandalism, or other cause. Security staff will be on the premises as determined prudent by Show Management. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft of any kind.

All property of the exhibitor will remain under their custody and control in transit to, from and within the confines of the exhibit hall, subject to the rules and regulations of DEMA Show. DEMA requires each exhibitor to carry commercial general liability insurance in an amount not less than \$1 million bodily injury and property damage combined per occurrence/\$2 million aggregate. Exhibitors shall procure insurance as required and shall request a certificate to be submitted to DEMA Show Management no later than Monday, October 21, 2024. See your exhibit space contract for additional details.

Certificate of Commercial General Liability Insurance should be completed <u>online</u> no later than Monday, October 21, 2024.

**Please note:** Exhibiting companies that have not provided a current Certificate of Commercial General Liability Insurance may be denied access to the exhibit floor. No refunds are extended to companies that fail to obtain proper coverage.

Exhibitor assumes entire responsibility for insurance and agrees to protect, defend and save DEMA and NTP and its officers, directors, staff, contractors and agents harmless against all claims, losses and damages to persons or property, governmental charges and attorney's fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exposition premises including but not limited to: claims of copyright, trademark or patent infringement, unfair competition and product liability.

The exhibitor covenants and agrees to indemnify and hold harmless the Las Vegas Convention Center from and against all claims, demands, charges, losses, or damages arising or alleged to arise directly, indirectly, or incidentally by reason of any act, omission, or operations of the exhibitor/contractor. The exhibitor, on signing the exhibit space contract, expressly releases the forgoing from any and all claim for such loss, damage or injury, except that such claim, damage, loss or injury was due to DEMA or NTP negligence.

## Move-In & Move-Out

#### **Exhibitor Move-out**

Exhibitors may **NOT** begin dismantling their exhibits until **AFTER** 5:00 pm on Friday, November 22, 2024. Any exhibitor who begins to dismantle or pack part of its exhibit before the close of the show will incur a loss of priority points toward future space selection positioning.

#### **Equipment Removal Passes**

An Equipment Removal Pass will be **REQUIRED** to remove any hand-carried equipment from the exhibit hall. These passes will be available from the Show Management Office. Security will be instructed not to permit the removal of equipment from the exhibit hall without such a pass and reserves the right to request a proof of ownership. Equipment Removal Passes will be required at all times, **EXCEPT** during move-out, at which point you may hand-carry equipment provided you are wearing your "Exhibitor" badge.

#### **Late Work Passes**

Exhibitors that must have access to the exhibit hall after published move-in and move-out hours, must obtain a special Late Work Pass from Show Management. Additional security **MAY** be required at the exhibitor's expense if Late Works Passes are required. We encourage exhibitors to complete exhibit move-in and move-out during specified hours. **No Late Work Passes will be issued to work on the show floor before published move-in and move-out hours, only after.** 

# **Booth Design & Display Regulations**

## **Exhibit Space Dimensions**

Width of exhibit space shown on the floor plan is measured from the center line of the side rails. Depth is the overall measurement from the face of the front post to the back of the rear post.

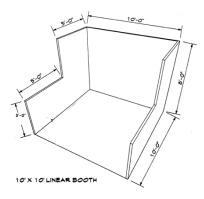
#### **Exhibit Regulations**

Show Management has developed the DEMA Show Exhibit Regulations in accordance with the guidelines adopted by the International Association of Expositions and Events (IAEE). All exhibits must be in compliance with these regulations prior to the end of move-in. These regulations will ensure all exhibitors an equal opportunity, within reason, to present their product(s) in the most effective manner possible.

In addition to the terms on the exhibit space contract your company signed, these regulations are made an integral part of our contract with you. If you have any questions, or need an explanation of a regulation, please contact DEMA Show Event Services at (800) 687-7469 or (703) 683-8500, or exhibitor@demashow.com.

#### LINEAR OR IN-LINE BOOTH

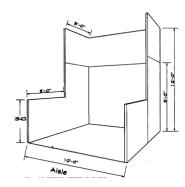
- Linear Booths have one side exposed to an aisle and are generally arranged in a series along a straight line. They are also called "in-line" booths. Linear Booths are ten feet (10') wide and ten feet (10') deep, i.e., 10'x10'. In-line booths have an eight-foot (8') back wall height limit.
- Display materials <u>should not</u> obstruct or block sight lines of neighboring exhibitors. The maximum height of eight feet (8') is allowed only in the rear half of the booth space, with a four-foot (4') height limited imposed on all materials in the remaining space forward to the aisle.



• <u>Note</u>: When three or more Linear Booths are used in combination as a single exhibit space, the four-foot (4') height limitation is applied only to that portion of exhibit space which is within ten feet (10') of an adjoining booth.

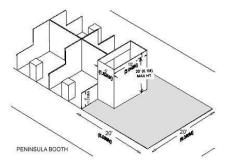
#### PERIMETER BOOTH

- A Perimeter Booth is a Linear Booth that backs up to a wall of the exhibit facility rather than to another exhibit. Perimeter Booths have a twelve-foot (12') maximum height limit.
- Display materials should not obstruct or block sight lines of neighboring exhibitors. The maximum height of twelve (12') feet is allowed only in the rear half of the booth space, with a four-foot (4') height limited imposed on all materials in the remaining space forward to the aisle.
- <u>Note</u>: When three or more Perimeter Booths are used in combination as a single exhibit space, the four-foot (4') height limitation is applied only to that portion of exhibit space which is within ten feet (10') of an adjoining booth.



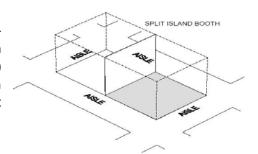
#### **PENINSULA BOOTH**

- A Peninsula Booth is exposed to aisles on three (3) sides and composed of a minimum of four booths. A Peninsula Booth is 20'x20' or larger.
- When a Peninsula Booth backs up to two Linear Booths, the back wall is restricted to four feet (4') high within five feet (5') of each aisle, permitting adequate line of sight for the adjoining Linear Booths. Twenty (20') feet is the maximum height allowance, including signage for the center portion of the back wall.



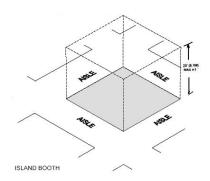
#### SPLIT ISLAND BOOTH

A Split Island Booth is a Peninsula Booth which shares a common backwall with another Peninsula Booth. The entire cubic content of this booth may be used, up to the maximum allowable height, which is twenty (20) feet, without any back-wall line of sight restrictions. A Split Island booth is 20'x20' or larger. Double-sided signs, logos and graphics must be set back ten (10) feet from adjacent booths.



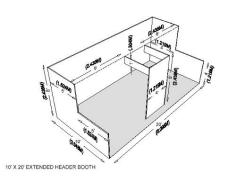
#### **ISLAND BOOTH**

- An Island Booth is a booth exposed to aisles on all four sides. An Island Booth is 20'x20' or larger. Anything less than 20'x20' is not an island and will have an eight-foot (8') restriction and no hanging signs will be allowed.
- The entire cubic content of the Island Booth may be used to the maximum allowable height which is twenty (20') feet.



#### **EXTENDED HEADER BOOTH**

 An Extended Header Booth is a Linear Booth that is 20 feet or longer with a center extended header. All guidelines for Linear Booths apply to Extended Header Booths, except that the center extended header has a maximum height of 8' (2.44m), a maximum width of 20% of the length of the booth, and a maximum depth of 9' (2.7m) from the back wall.



#### **Pavilion Exhibitors**

- If exhibit space is occupied on both sides of an aisle, the exhibitor must keep the 10' aisle clear of all products, displays, staff, etc. to allow for easy traffic flow through the aisle.
- If the exhibitor occupies at least five (5) exhibit spaces (10'x 50') on each side of a common aisle, they may request to bridge the exhibits with a sign or display structure. The structure must be at least 8' above the floor, and no more than 20' from the floor to the top of the sign. Signs and structures cannot exceed 10' in height/width and must be set back at least 10' from any neighboring exhibit. The length cannot exceed the length of the pavilion.
- Exhibitor must receive written permission from Show Management to replace the aisle carpet or bridge the aisle.
- Show Management requires the following information for hanging sign approval:
  - Scale drawing of sign, including all sign dimensions
  - Total height of sign when hung
  - Distance between bottom of sign and ground when hung
  - Exhibit overview drawing noting location of sign within the exhibit space
  - Any specific function the sign performs (i.e., lighted, rotating, etc.).
- Please send the information requested above by no later than October 7, 2024, to Gretchen Wendorf by email gwendorf@ntpevents.com.

#### **Multi-Story**

A multi-story exhibit includes two or more levels. **Notify show management 60 days prior to show opening if** you plan to build a multi-level exhibit to ensure you are in compliance with all rules and regulations for this type of exhibit.

Multi-Level Exhibit drawings submitted for plan review by the Fire Marshal must meet the following requirements:

- Meet or exceed the requirements of NFPA 101 Life Safety Code 2000 ed.
- Drawings must bear a current registered design professional's stamp (Architect, Structural Engineer, Fire Protection Engineer, etc.). **Expired licenses are unacceptable.** The professional stamp shall include the state of certification, name of the design professional; his/her license number, signature, registered Engineering firm name and firm number.
- Measurements must be in inches/feet (not metric).
- Multi-deck structures exceeding 300 sq. ft of net floor area must have two (2) remote exit stairs; occupant load factor is 15 net sq. ft per person per table 7.3.1.2 of NFPA 101 Life Safety Code, 2000 edition.

- Stairway widths shall be:
  - o A minimum of 36 inches where the occupant load of the upper level is less than 50.
  - o A minimum of 44 inches where the occupant load of the upper level is 50 or more.
  - Occupant loads shall be stated on the plan.
- Handrails shall not be less than 34 inches and not more than 38 inches above the surface of the tread.
- Handrails are required on both sides. A sign must be placed at the bottom of the stairs stating, "Please
  Use Caution and Hold the Handrail".
- Spiral stairways shall be permitted in accordance with section 7.2.2.2.3.3 of NFPA 101, 2000 ed., such that:
  - Occupant load does not serve more than 3.
  - Clear width of stairs is not less than 26 inches.
  - Handrails shall be provided on both sides.
- Guards shall:
  - Not be less than 42 inches high.
  - Open guards shall have intermediate rails or an ornamental pattern to prevent a 4-inch diameter sphere to pass through any opening up to a height of 34 inches.
- Battery-operated smoke detectors shall be installed on a smooth surface under the first level ceiling and spaced no more than 30 feet apart if applicable and installed on the upper floor level with a covered ceiling.
- Hard covered ceilings shall have a smoke detector installed and if fabric/textile is used to cover the upper deck area, it must be flame resistant. Certificate must be submitted with plan.
- One portable fire extinguisher, minimum 2A:10BC with current inspection tag by a licensed company shall be provided at each level of the exhibit.
- Any stationary units (container or other units) using the upper areas as a deck must submit plans.

#### Rigging

Please refer to *The Expo Group* portion of the service manual for more information on procedures and installation rates.

## **Canopies**

If an exhibit includes a canopy or ceiling, with or without an identification sign or header, be it decorative or product, consideration must be given to neighboring exhibitors. Vertical supports up to three inches wide are permitted at each corner. A plan must be submitted to Show Management at least 30 (thirty) days prior to DEMA Show to obtain approval from local fire and safety authorities. All decorative canopies **must conform to show height restrictions** of their exhibit space -Linear-8'3" (2.51M), Perimeter Wall-12' (3.66M), Peninsula-20' (6.10M) and Island-20'.

#### **Metric Conversions**

4' = 1.22M	12' = 3.66M
5' = 1.52M	16' = 4.88M
8'3" = 2.51M	20' = 6.10M
10' = 3.05M	30' = 9.14M

## **Hanging Signs**

Exhibitors must receive written permission from Show Management to include a hanging sign as part of the display.

Hanging signs will **ONLY** be permitted in Peninsula or Island Booths (400nsf or larger) up to a maximum height of **24'** (**7.32m**) from the ground to the top of the sign and must maintain a distance of 10' from the ground to the bottom of the sign. All hanging signs must be finished on all sides and no corporate identification can be visible above the height limitations stated above.

If you have any questions concerning hanging signs, please contact Gretchen Wendorf at (800) 687-7469 or (703) 647-2626.

#### **Exhibit Installation Restrictions**

All exhibits must be free standing. No bolts, screws, hooks, or nails shall be driven into or otherwise attached to the walls or floors of the convention center. No part of the display may be attached to, or otherwise secured to, the drapery backdrop or side dividers. In addition, no decals or other adhesive materials shall be applied or affixed to the walls, pillars, or floor of the convention center. Exhibitor shall not post any sign of any description except within the confines of the exhibit space assigned.

#### **Unfinished Areas**

All open or unfinished sides of the exhibit which may appear unsightly must be covered or Show Management will have them covered at exhibitor's sole expense. Any portion of the exhibit bordering another exhibitor's space must have the backside of that portion finished and not have any identification signs, lettering, or graphics that would detract from the adjoining exhibit.

#### Structural Integrity

All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring exhibitors, hall laborers, or installation/dismantling equipment, such as forklifts. Displays should also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open. Refer to local building codes that regulate temporary structures.

Exhibitors should ensure that any display fixtures such as tables, racks or shelves are designed and installed properly to support the product or marketing materials to be displayed.

Please read the **Guidelines for Multi-Level and Covered Exhibits** Included in the *Rules & Regulations* section of the Exhibitor Services Manual.

\*Notify show management in advance if you plan to build a multi-level exhibit.

#### **Display Vehicles**

Vehicles on display must adhere to the following rules:

- Fuel-tank openings shall be locked or sealed in an approved manner to prevent escape of vapors.
- Fuel tanks shall not contain more than one-quarter their capacity or more than five gallons of fuel, whichever is less.
- At least one battery cable shall be removed from the batteries used to start the vehicle's engine, and the disconnected battery cable shall then be taped.
- Auxiliary batteries not connected to engine's starting system may be left connected.
- Electric and hybrid vehicles shall have their operating batteries disconnected whenever possible.

- External power is recommended for demonstration purposes.
- Battery charging is not permitted inside the building.
- Combustible/flammable materials must not be stored beneath display vehicles.
- Fueling or de-fueling of vehicles is prohibited.
- Vehicles shall not be moved during the show and will remain off while freight doors are closed.
- 36 inches of clear access or aisles must be maintained around the vehicle.
- Vehicles must be a minimum of 20 feet from exits or exit pathways.
- Vehicles placed in lobbies and meeting rooms must have approval of the CSM.
- Visqueen must be used under vehicles on display in lobbies and meeting rooms.

Please Note: It is ultimately the responsibility of the Exhibitor to ensure that these measures are taken to prevent any potential damage or safety hazard. Please contact the General Service Contractor directly if you plan to have a vehicle on the show floor.

#### Electrical

- 1. All 110-volt wiring must be three-wire and grounded.
- 2. Wiring that touches the floor must be "SO" cord (minimum 14 gauge/3 wire) which is insulated to qualify for "extra hard usage."
- 3. Cord wiring above floor level can be "SJ" which is rated for "hard usage."
- 4. The use of zip cords, two wire cords, latex cords, plastic cords, lamp cords, open clip sign sockets or two-wire clamp-on fixtures is prohibited. Cube taps are prohibited.
- 5. Power strips (multi-plug connectors) must be UL approved, with built-in over-load protectors.
- 6. Hard walls must be a **minimum** of nine inches from the booth line for access to electrical.

## **Exhibit Information**

#### **Use of Wheeled Devices**

For safety reasons, motorized carts, including Segway's, Motor Scooters and Bicycles are strictly **PROHIBITED** in the exhibit hall and all public areas including the lobby **AT ALL TIMES**. Show Management reserves the right to confiscate the wheeled devices from the premises that violate this policy.

\*Please note that this does not apply to those requiring assistance for medical purposes, however, please have proof of required assistance on hand.

## **Fire Safety Regulations**

Exhibitors, service contractors and show management must comply with all federal, state, and local fire and building codes that apply to public assembly facilities. For a full listing of building regulations, please <u>click here</u>.

The information contained in this brief outline does not by any means completely cover the ordinances and regulations contained in the local Fire Code, but it does provide the basic rules governing exhibits in any building open to the public.

- 1. SMOKING IS PROHIBITED AT THE LAS VEGAS CONVENTION CENTER.
- Decorative, construction, curtains, bunting, draping, etc. materials MUST be non-combustible or flameproof. Any merchandise or material attached, or table skirts MUST be non-combustible or flameproof.
- 3. Firefighting and emergency equipment may not be hidden, or obstructed, including fire extinguishers, strobes, fire hose cabinets, and standpipes.

- 4. Welding and/or cutting equipment is **PROHIBITED** in the Las Vegas Convention Center unless otherwise approved by the Fire Marshal.
- 5. All exit doors and aisles serving any occupied area of the building **MUST** remain unobstructed.
- 6. Automotive vehicles and equipment may be displayed **IF**:
  - a. It contains no more than ¼ tank or 10 GALLONS of fuel (whichever is less).
  - b. Fuel tanks are locked or sealed.
  - c. Battery cables are disconnected.
  - d. Ignition keys are removed and at display location.
- 7. The following items may **NOT** be used without approval by the Fire Marshal:
  - a. Display or storage of LPG.
  - b. Flammable liquid.
  - c. Flammable gas.
  - d. Straw, sawdust, or shavings.
  - e. Welding or cutting equipment for demonstration purposes.
  - f. Gas fired appliances for demonstration purposes.
  - g. Salamander stoves for demonstration purposes.
  - h. Lit candles and lanterns for demonstration purposes.
  - Compressed gas cylinders. (If cylinders are approved, they MUST be firmly secured in an upright position.)
  - j. Fog, smoke, or any special effect equipment.
- 8. The storage of combustible shipping containers **MUST** be confined to the areas approved by the Fire Marshal.
- 9. The use of open flames, burning, or smoke-emitting materials as part of an act, display, or show is **PROHIBITED**.
- 10. Combustible waste is to be collected as it accumulates and stored in non-combustible covered containers that are emptied at least once a day.
- 11. Electrical equipment **MUST** be installed, operated, and maintained in a manner which does not create a hazard to life or property.

EVERY EXHIBIT MUST BE IN COMPLIANCE WITH THESE BASIC RULES BY THE END OF MOVE-IN!

## **Storage of Crates, Cartons & Extra Materials**

Storage of material in space behind and around booth is **PROHIBITED**. This area is for utilities raceway **ONLY**.

## **Facility Equipment**

Exhibitors are **PROHIBITED** from using building equipment, i.e., ladders, tools, chairs, tables, stanchions, dollies, forklifts, vacuums, brooms, etc.

#### Exhibit Space Activities Only Allowed Within Confines of Contracted Exhibit Space

All displays, product demonstrations, and sales activities in the exhibit hall must be kept within the confines of your contracted exhibit as determined by Show Management. It is the responsibility of each exhibitor to arrange displays, AV presentations and demo areas to ensure compliance. Selling in the aisles, hosting audiences in the aisles, booth encroachment into the aisles, distributing literature in the aisles, etc., will not be tolerated.

This is not only unfair to your fellow exhibitors, but blocking aisles creates a potentially unsafe situation which could lead to the show floor being shut down by the fire marshal. Please be considerate to your fellow exhibitors – refrain from soliciting their business during show hours (when they are interacting with their customers).

#### **Models and Booth Staff**

Models are not allowed to display merchandise outside of their designated exhibit space. Cover-ups must be worn over swimsuits when outside the booth. All dressing rooms must be fully covered. Booth staff must not promote their product outside of their contracted exhibit space.

## Suitcasing is Strictly prohibited by Non-Exhibiting Companies

DEMA strives to make sure all exhibitors are successful at our conferences. For this reason, we take measures to protect exhibitors from "suitcasing."

#### What is suitcasing?

Suitcasing is a business practice by which companies gain access to an event by obtaining event credentials (attendee badge, expo-only badge etc.) and then solicit business in the aisles or other public spaces used for the conference. This practice works counter to the business interests of legitimate DEMA exhibitors.

DEMA has a zero-tolerance policy regarding suitcasing. **This practice is STRICTLY PROHIBITED.** Anyone who is observed approaching buyers in the aisle or in an exhibitor's booth, who is not a contracted exhibitor, should be reported to Show Management.

The assistance of exhibitors in watching for this type of activity and reporting it is greatly appreciated. Exhibitors are especially encouraged to note the person's name and company. In addition to this, special screening will take place by Show Management in the registration area for this type of attendee to prevent them from engaging in unauthorized selling at the show.

Please note that while all meeting attendees are invited to the exhibit floor, any attendee observed to be inappropriately soliciting business in the aisles or other public spaces, or in any other company's booth will be asked to leave.

DEMA recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite, a restaurant, or other place in conjunction with our event. For this reason, DEMA must be informed of any hospitality suites 60 days prior to the event and expressed consent for such meetings must be given by DEMA.

#### **Literature Disbursements & Giveaways**

Literature and approved giveaways can be disbursed from within your booth area ONLY!

## Selling (Cash & Carry Policy)

DEMA Show is a trade-only venue that facilitates the exchange of information about new products, services, marketing concepts and techniques. As this pertains to the DEMA Show floor, retail selling is discouraged but not prohibited. If, as an exhibitor, you find it necessary to conduct retail sales at DEMA Show, you must abide by state laws pertaining to tax collection and reporting. Exhibitors are required to collect 8.375% sales tax while onsite at DEMA Show. If you have any questions, please contact the Nevada Department of Taxation directly at 866-962-3707. Any exhibitor who intends to sell or give away product, merchandise samples or exhibit materials from their exhibit must provide the purchaser with a sales receipt. how Management requires individuals (other than the exhibitor) to produce a sales receipt or merchandise removal slip to take product out of the exhibit hall.

**NO SUITCASING ALLOWED!** Cash Sales **CANNOT** be conducted by third parties, defined as non-contracted exhibiting companies, on the DEMA Show 2024 exhibit hall floor.

#### Food & Beverage

Exhibitors may serve food and beverages from their booth; however, they must make prior arrangements through Sodexo Live!, the official food and beverage contractor for DEMA Show. Catering orders must be placed no later than October 21 at 12pm PST. Please see the order form located in the additional services section of the exhibitor services manual. Outside food and beverage is prohibited.

## Peel-Off Labels, Stickers & Tape

The distribution of peel-off labels and decals is **PROHIBITED**. Nothing may be taped, nailed, stapled, tacked, or otherwise affixed to ceilings, walls, painted surfaces, fire sprinklers, columns, or windows at the convention center. Tape cannot be used to adhere signs to convention center walls or pillars and may not be used to adhere items to any convention center flooring or other surfaces outside the exhibitor's booth. Removal and repair will be billed to the exhibitor.

#### **Balloons**

Show management and your Convention Services Manager (CSM) must approve the use of balloons.

#### **INDOORS**

#### **PERMITTED**

- Helium balloons, including columns and arches, must be tethered.
- Helium gas cylinders used for refilling must be secured in an upright position on American National Standards Institute (ANSI) approved fire prevention stands with the regulators and gauges protected from potential damage.

## **PROHIBITED**

- Overnight storage of helium or compressed air cylinders in the building is prohibited.
- Helium balloons may not be used for handouts.
- Blimps may not be flown around the exhibit hall.

## Smoking

There is no smoking within the Las Vegas Convention Center building, within 25 feet of any entrance. Electronic cigarettes, electronic vaping devices, personal vaporizers, etc., are not permitted within the facility.

## **Union Labor**

Exhibitors are required to observe and comply with all union regulations for the State in which the event is being held, as well as contracts with the facility in which the event is taking place, official service contractors and union labor organizations.

#### **BEWARE OF SCAM OFFERS**

#### ATTENDEE LIST OFFERS

Some organizations are sending solicitations to various entities in the industry, purporting to supply the DEMA Attendees List or offering a Show Guide/Directory Listing. Please be advised that the show list is proprietary and confidential and is only accessible to exhibitors pursuant to a contract with the official DEMA registration vendor, CompuSystems. Any offer of the DEMA attendee list should be regarded with suspicion.

SHOW DIRECTORY LISTING OFFERS

DEMA does not charge current exhibitors for a listing on the show website nor in the DEMA Show mobile app.

#### DON'T LET HOUSING PIRATES PLAY YOU

Scam housing companies are actively approaching DEMA exhibitors and attendees with fraudulent offerings of hotel rooms at significant discounts. Lured by highly attractive rates, exhibitors and attendees fall prey to these imposters losing significant deposits, discovering hidden costs and upfront charges, or being bait and switched to hotel rooms they never booked. Of course, these companies are in no way affiliated with DEMA, or our official hotel block. They troll the internet and association websites looking for annual events and then gain access to email addresses for direct contact or to draw attendees to their websites posing as the sanctioned housing provider. Do not give them your credit card information!

# **Exhibitor Appointed Contractors (EACs)**

## Use of Exhibitor Appointed Contractors (EAC's)

An **Exhibitor Appointed Contractor (EAC)** is any company, other than the designated official contractors listed in this manual, which an exhibitor wishes to use, and which requires access to the exhibit hall before, during or after the show. These include independent, display installation & dismantle companies or anyone who is not an employee of your company that you will have working on your equipment and products.

Also included are delivery personnel, technicians, photographers, florists, A/V companies, and anyone hired by the exhibitor who needs access to the exhibit hall. Permission to use an Exhibitor Appointed Contractor cannot be given for utilities, booth cleaning or material handling services, as these are exclusive to the convention center and/or the general services contractor. **Exhibitors who plan to use Exhibitor Appointed Contractors must read and act on the remaining pages of this section, including the EAC form located with The Expo Group Information.** 

Exhibitors using companies other than the Official General Service Contractor must complete The Expo Groups Exhibitor Appointed Contract (EAC) form (found in the Expo Group's portion of the service manual) no later than Monday, October 14, 2024. Exhibitors utilizing EACs agree to indemnify and hold harmless DEMA, NTP, The Expo Group and the Las Vegas Convention Center from any and all liability, including attorney's fees, which may arise due to the third-party contractor's (EACs) presence or actions. EACs agree to, when necessary, share with Official General Services Contractor relevant fees, including but not limited to union steward fees. Exhibitor accepts final responsibility for any EAC employed on their behalf and agrees to educate EAC on all show rules and regulations. EACs must supply proof of insurance to The Expo Group no later than Monday, October 16, 2023. Insurance must include Commercial General Liability limit of \$1,000,000 per occurrence/\$2,000,000 aggregate, and Workers' Compensation, Employee and Employers' Liability coverage in full compliance with all laws covering clients' employees as required in the state of Nevada or by the Las Vegas Convention Center.

#### How to Obtain Authorization to Use an EAC

# TO SUBMIT YOUR INFORMATION ON YOUR EXHIBITOR APPOINTED CONTRACTOR: please review The Expo Group Section of the exhibitor services manual.

Show Management will authorize the exhibitor to use an EAC to provide services to the exhibitor upon receipt of the following:

- Certificate of Comprehensive General Liability insurance in the amount of \$1,000,000 including coverage
  for Independent Contractors who have been authorized by Show Management to enter the premises of
  the show site as exhibitor appointed contractors hired by Exhibitor, with Single Limit Bodily Injury and
  Property Damage Coverage for each occurrence, Contractual Liability coverage, Products Liability
  coverage, and with completed operations coverage included.
- Comprehensive Automobile Liability coverage, including hired and non-owned auto for not less than \$1,000,000.
- Workers' Compensation, Employee and Employers' Liability coverage in full compliance with all laws covering clients' employees.
- DEMA, National Trade Productions, Inc., NTP Events, DEMA Show 2024, Las Vegas Convention Center
  and The Expo Group shall be named as additional insured on all policies of insurance coverage, followed
  by the statement: "This coverage is primary to all other coverage of the additional, named insured with
  respect to (Exhibitor's) contract for exhibition space with DEMA/DEMA Show/NTP, and preparation and
  use of the show premises for exhibitions."
- Written notice of cancellation of any coverage must be given to Show Management, and proof of replacement coverage meeting the same conditions as expressed above before entering the premises of the show site.
- Any other coverage as may be required by Show Management from time to time shall be obtained on demand.

**Acceptance of show rules from the EAC:** Acceptance from the EAC is inferred when the exhibitor has selected their contractor online or has submitted the *Notification of Intent to Use Exhibitor Appointed Contractor Form* for approval. This means the EAC has agreed to abide by all show rules and regulations including those contained herein for exhibitor appointed contractors.

Exhibitors will be notified directly only if authorization is **NOT** approved. Therefore, unless the exhibitor is so informed by Show Management, and if the listed conditions are met, approval to use an EAC is implied.

QUESTIONS? E-mail DEMA Show Event Services at exhibitor@demashow.com

#### Rules & Regulations Governing EAC's

- The EAC will refrain from placing an undue burden on the Official Contractor by interfering in any way with the Official Contractor's work.
- The EAC will not solicit business on the show floor at any time.
- The EAC will share with the Official Contractor all reasonable costs incurred in connection with his operation, including overtime pay for stewards, security, if necessary, restoration of exhibit space to its initial condition, marking of exhibit floor, etc.

- The EAC will cooperate fully with the Official Contractors and will comply with existing labor/union regulations or contracts as determined by the commitment made and obligations assumed by Show Management in any contracts with the Official Contractors.
- ALL EAC's and their labor must be wrist banded through Show Management. This must be indicated via the on-line form. No one will be allowed on the show floor without proper identification.
- EAC's will not be permitted to store equipment in the Convention Center. Due to limited space and fire regulations, all equipment must be stored off the premises. If found, equipment will be removed from building.
- EAC's will not take any exhibitor product without authorization from the exhibitor.

# Notices, Rules, & Restrictions

## **Age Restrictions**

No one under the age of 16 is permitted in the exhibit hall during move-in, show days and move-out.

## **Lighting & Sound Regulations**

## The following lighting guidelines will be enforced:

- No lighting, fixtures, lighting trusses or overhead lighting are allowed outside the boundaries of the
  exhibit space. Exhibitors intending to use hanging light systems should submit drawings to Show
  Management for approval.
- Lighting, including gobo's, should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or show aisles.
- Lighting which is potentially harmful, such as lasers or ultraviolet lighting, should comply with facility rules and be approved in writing by Show Management.
- Lighting that spins, rotates, pulsates and other specialized lighting effects should be in good taste and not interfere with neighboring exhibitors or otherwise detract from the general atmosphere of the event.

## The following sound guidelines will be enforced:

- Exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors.
- Speakers and other sound devices should be positioned to direct sound into the booth rather than into the aisle.
- Sound and noise should not exceed 85 decibels.
- Demonstrations found to be objectionable due to *noise or sound pressure/vibration* level <u>will</u> be stopped.
- Exhibitors shall be responsible for supervising the actions of employees, contractors, visitors, or spectators testing display equipment located in their exhibit area. Exhibitors must make every effort to respond to neighboring exhibitors' complaints concerning noise, sound and/or vibration nuisances.
   Show Management will intervene if necessary and reserves the right to shut down sound within exhibits deemed objectionable.

## **Photography Regulations**

Audio/video recording, photography, broadcasting, and/or live-streaming at DEMA Show is only allowed once expressed permission from the subject(s) of such has been obtained. Should an exhibitor object to his display being photographed, photographs of that display will be **PROHIBITED**. Show Management and Security reserve the right to confiscate cameras and/or video equipment if found illegally taking photos or recording an exhibitors display without permission. Exhibitors are requested to contact Show Management to remedy any problems that arise. Show Management has appointed an Official DEMA Show Photographer to provide commercial photographs of exhibits. No other commercial photographer will be admitted to the exhibits unless special arrangements are made with Show Management.

## **Music Licensing**

Exhibitors using music in their booth, either live or mechanical, must provide NTP with a copy of the Exhibitor's licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to NTP that no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold DEMA and DEMA Show Management harmless from any action brought against DEMA and/or DEMA Show Management by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.

## Other Information

#### Gratuities

Convention Center employees are **NOT** permitted to accept gratuities of any kind. If you are solicited for a tip by convention center employees or booth labor personnel, please report the incident to Show Management.

## Americans with Disabilities Act (ADA)

All exhibiting companies are required to be in compliance with the Americans with Disabilities Act (ADA), and are encouraged to be sensitive, and as reasonably accommodating as possible, to attendees with disabilities. Information regarding ADA compliance is available from the U.S Department of Justice ADA Information line at (800) 514-0301 or the ADA Website at https://www.ada.gov/2010 regs.htm.

## Exhibitors with complex displays should pay special attention to the following conditions:

- Platforms and steps should not be used, or alternative access must be provided in the form of ramps with a grade of not more than one inch to one foot.
- The maximum rise for any run is 30 inches.
- Ramps with a rise of more than six inches, or a run longer than six feet, should have railings on both sides.
- Ramps must have edge protection in the form of curbs, walls or railings, and must have level landings at the bottom and top of each ramp.
- Rough or unfinished edges are not permitted.
- Landings should be at least as wide as the ramp and should be at least five feet in length.
- Raised corners should be marked to avoid tripping.

Exhibitor shall also indemnify and hold harmless DEMA, NTP, The Expo Group, and the Las Vegas Convention Center against cost, expense, liability, or damage which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under the Act.

## **Protection of Intellectual Property Rights**

In recent years, there have been instances where companies have experienced violations of their property rights involving patents, trademarks, copyrights, and the like. In order to ensure proper protection of property rights, we have established a procedure when there are potential violations. The following are the guidelines followed in the event an exhibitor has a product that, in your opinion, is a copy of your product and/or infringes on your patent, trademark, copyright, service mark or other rights.

Show Management has no authority or means to determine the accuracy of your allegations. We cannot take an action unless pursuant to a court order.

## Steps to resolve the matter:

- 1. Show Management will attempt to bring the parties together in a meeting at the show office to resolve the matter.
- 2. If the matter is not resolved, you can seek a restraining order, injunction, or cease-and-desist order from a court with jurisdiction over the Las Vegas Convention Center.
- 3. If the order is obtained, do <u>not</u> serve it yourself or have it served by an outside third party. Bring the order and/or the process server to the Show Management Office.
- 4. Show Management will bring the party being served to the Show office for service.
- 5. Upon completion of service, Show Management will assist with the enforcement of the order to ensure that it is adhered to in a timely manner.
- 6. Any expense incurred by Show Management to assist with the execution of a legal service or order will be the responsibility of the exhibitor obtaining the order.
- 7. Show Rules and Regulations must be observed at all times. Violation of any Show Rules and Regulations by either party could result in any of the following actions at the discretion of Show Management:
  - a. Monetary fine.
  - b. Closure of your current booth.
  - c. Exclusion from future shows.
  - d. Exclusion from further shows.

## Specific rules that apply in this situation are:

- 1. Do not enter the booth of the offending exhibitor.
- 2. Do not loiter around the offending exhibitor's booth in any way that can be considered antagonizing or harassing the exhibitor.
- 3. Do not remove anything from the exhibitor's booth.
- 4. Do not give a badge to anyone not properly registered for the show.
- 5. Do not register any non-industry people providing them illegal entry to the show.
- 6. Do not photograph or video the offending exhibitor's booth.

IF YOU HAVE BEEN SERVED WITH A LEGAL INJUNCTION, RESTRAINING ORDER, OR CEASE-AND-DESIST ORDER YOU MUST FOLLOW THESE GUIDELINES.

## **Conflict Avoidance Policy**

DEMA Show Exhibitors or Attendees may find themselves in a dispute with others in the dive industry. DEMA strives to keep the trade show atmosphere free from direct conflict when possible. DEMA encourages exhibitors and attendees to resolve any disputes outside of DEMA Show hours, and away from the DEMA Show convention center, DEMA Show-related hotels, and any other Show-related facilities.

To facilitate resolution, DEMA may be able to provide the use of private meeting space for the parties, when such space is available and when the request is accompanied by a non-refundable fee of \$500. An additional fee of \$500 per hour (or any part thereof) is required for meeting times greater than one hour.

When disputes cannot be settled in this manner, DEMA strongly suggests the use of court-ordered relief from a court with jurisdiction over the trade show location. Absent such a court order, DEMA may not be involved with such a dispute.

## **Service of Legal Documents Prohibited**

The service of any court-issued legal documents, (summons, subpoenas, injunctions, restraining orders, etc.) on the premises of the trade show has been restricted, must follow specific procedures, and requires the involvement of DEMA Show Management. This restriction minimizes conflict and facilitates a smooth trade show operation. When disputes cannot be otherwise resolved, Show Management has established the following procedure to assist trade show exhibitors and attendees when resorting to process service during DEMA Show:

- 1. If service of a legal document is required, do not serve it yourself. Bring the order and/or the process server to the Show Management Office.
- 2. Show Management will bring the party being served to the show office for service. Upon completion of service, Show Management will assist with the enforcement of the order to ensure that it is adhered to in a timely manner.
- 3. Any party may choose to seek a restraining order, injunction, or cease-and-desist order from a court with jurisdiction over the trade show location. Absent a court order to do so, DEMA cannot alter, change the appearance of, or restrict any DEMA Show exhibit or other display which is otherwise in compliance with DEMA Show rules.
- 4. Any expense incurred by DEMA Show Management or the DEMA Association as a result of any court order being served during or in conjunction with DEMA Show will be the responsibility of the exhibitor or attendee obtaining the order.

Process service of court-issued documents must follow these protocols and is otherwise prohibited on the show floor and areas in proximity to the show floor, including Show Registration Area, surrounding hallways, lobby, seminar rooms and convention center grounds. Any Exhibitor, Attendee or Visitor seeking to serve court-issued legal documents is instructed to contact the Show Management Office for the proper procedures to follow.

Violating or permitting others under your control to violate this or other Show Rules and Regulations could result in disciplinary action up to and including any or all of the following, at the sole discretion of DEMA Show Management:

- Loss of show seniority
- Monetary fine
- Closure of your booth

- Expulsion from the show
- Exclusion from further shows

#### Please note:

- DEMA reserves the right to maintain confidentiality with regard to any action implemented.
- Any expense incurred by DEMA Show Management or DEMA while in the act of following these
  required procedures, including fees paid to DEMA's counsel and fees for meeting space, shall be the
  responsibility of the exhibitor or attendee obtaining the order.

Specific rules that apply in this situation are:

- Do not enter the booth of the offending exhibitor
- Do not confront an attendee or visitor on the trade show floor or in the surrounding areas
- Do not loiter around the offending exhibitor's booth in any way that can be considered antagonizing or harassing to the exhibitor
- Do not remove anything from the exhibitor's booth
- Do not give a badge to anyone not properly registered for the show
- Do not register any non-industry people or provide them illegal entry to the show
- Do not photograph or video the offending exhibitor's booth

#### **Exhibitor Violation Policies**

Exhibitors are subject to penalty for violations occurring at DEMA Show. The penalty will be the loss of Show seniority or assessed fines according to the following schedule. Penalties are assessed by Show Management and approved by DEMA.

**Violations** - These penalties are assessed if the exhibitor fails to make the necessary correction on-site after being informed by Show Management of the violation. The following violations will result in loss of all seniority points earnable from the current year's show:

- 1. Damage to the facility, to another exhibitor's property or property belonging to the contractor without adequate remuneration or a promise to pay the aforementioned damages.
- 2. Serving or drinking alcoholic beverages during move-in or move-out.
- 3. Serving or providing sample alcoholic beverages during show hours that has not been coordinated with Centerplate Catering.
- 4. Use of an unauthorized Exhibitor Appointed contractor, one not approved by Show Management.
- 5. Display of products or equipment in violation of Show rules and regulations.
- 6. Not adhering to all rules and regulations as they are written in the Exhibitor Services Manual.
- 7. Illegal display, fixture, or sign.
- 8. Labor Union Policy violation.
- 9. Paying of gratuities to receive preferential treatment.
- 10. Entering the Show during restricted hours without permission of Show Management, and/or after being told by security or Show Management not to enter.
- 11. Entering an un-staffed exhibit of a competitive exhibitor during non-Show hours.
- 12. Photographing or videotaping the products or exhibit of another exhibitor without permission, and failure to give Show Management film or video taken in violation of Show policy.
- 13. Distribution of materials, samples, literature, or advertising/promotion outside the assigned exhibit space, after being told to cease the illegal activity.
- 14. Late set-up. Failure to set exhibit according to show rules and regulations, and the assigned set-up time.

15. Violating, or permitting a third party under your control to violate, the prohibition of the service of legal documents on the trade show floor or in the surrounding areas.

## **Violations** - These penalties are assessed as indicated:

- 1. Sub-leasing of contracted exhibit space = loss of all Show seniority points earnable for the current year's show and the subsequent year's show.
- 2. Exhibitors shall not initiate tear-down or abandon their exhibits prior to 5:00pm, Friday, November 22, 2024
- 3. Violation of this policy results in a \$500 fine to the exhibitor and loss of all Show seniority points earnable for the current year's show and the subsequent year's show.