

2023 Exhibitor Information, Rules & Regulations

Pursuant to the Exhibitor Contract signed by the exhibitor's authorized agent and these Rules and Regulations which are a part of said Contract, the exhibitor agrees to comply with all Instructions, as well as Rules and Regulations as written and published herein by AAPI, or as further amended by AAPI. It is specifically acknowledged and agreed that **these Rules and Regulations are a part of the Exhibitor Contract** for participation in the 2023 AAPI Trade Show. Exhibitor agrees to submit promptly all information required by AAPI in its capacity as Show Management. Exhibitor acknowledges and agrees that AAPI, in its capacity as Show Management, shall have the right to close without any liability whatsoever, the exhibit display of any exhibitor which shall refuse, after notice, to comply with any of the show instructions or these Rules and Regulations as promulgated by AAPI. Said Rules and Regulations govern appropriate exhibitor activity and behavior, including, but not limited to, exhibit booth boundaries, booth height, prohibition of distractions, liability of exhibitor, show location, dates and hours for set-up, show and tear-down of exhibitor booths and displays.

Exhibitor acknowledges and agrees to the following:

1. Show Sponsorship and Management, Location and Dates. The Trade Show is produced by and is the property of the Antique & Amusement Photographers International, hereinafter referred to as AAPI. AAPI and its designated agents will provide all show management functions. AAPI will serve as Show Management and shall establish all show policies. It is acknowledged and agreed that the 2023 AAPI Trade Show will be held on the premises of the Orleans Hotel & Casino in Las Vegas, Nevada (hereinafter referred to as Facility), during hours specified by AAPI from January 24 - 26, 2023. Provided, however, Show Management reserves the absolute right to change location and specified dates and hours of Show or to delay or terminate Show if, in Show Management's opinion, insurmountable difficulties arise including, but not limited to, any strike, lockout, injunction, unavailability of Facility premises, riot, act of war or mobilization, Act of God, emergency declared by any governmental agency or by AAPI, or for any other reason.

2. Exhibit Space and Payment Requirements. By submitting to AAPI one (1) signed copies of the Application & Contract, together with one (1) copy of these Rules & Regulations, initialed on each page, and a minimum 50% deposit on the full price of the total rental space requested, the prospective exhibitor makes application for space in the 2023 Antique & Amusement Photographers International, Inc. Trade Show. Rental for standard 10' x 10' Exhibit Booth(s) shall be as follows: One Booth—\$150.00; Two Booths—\$300.00; and Three Booths—\$900.00 **TRADE SHOW FLOOR ONLY (For Service Vendor Space pricing, contact AAPI Headquarters).** Additional fees may be imposed when Application & Contract and/or Installment Payment is submitted after Monday, December 30, 2022, at the following Late Fee rates: One Booth—\$50.00; Two Booths—\$75.00; and Three Booths—\$100.00. Funds tendered by mail will meet the deadline, provided postmark is January 10, 2023 or earlier. In addition to all other fees set out in the Contract, a surcharge of Three Hundred Eighty Dollars (\$380.00) shall be added to the booth prices for any exhibiting company that is not an AAPI Vendor Member. To qualify as a Vendor Member, the exhibitor must hold a current Vendor Membership in AAPI which must be in good standing and paid in full on the date the exhibit booth(s) is occupied by exhibitor. Otherwise, the Non-Member surcharge shall be paid by exhibitor prior to occupation of exhibit booth space.

Exhibitor acknowledges and agrees that **additional fees shall be imposed when balance owed on exhibit booth space is submitted after Friday, January 10, 2023** at the following Late Fee rates: One Booth—\$50.00; Two Booths—\$75.00; and Three Booths—\$100.00, and/or **forfeiture of the exhibitor's right to utilize exhibit space contracted for.** In the latter event, said exhibit space may be reclaimed by AAPI and resold. Funds tendered by mail will meet the deadline, provided postmark is January 10, 2023 or earlier.

3. Eligibility of Exhibitor and Exhibit Materials. The 2023 Trade Show is designed for display and demonstration of products and services which are or may be utilized by members of the antique and amusement photography industry. AAPI reserves the right to determine the eligibility of all exhibit space applications and individual products to be exhibited. To be eligible to exhibit in the AAPI 2023 Trade Show, the prospective exhibitor must submit an Application & Contract, together with payment as provided in said Application & Contract, such payment tendered as of the dates required by said Application & Contract. Prospective exhibitor acknowledges and agrees that AAPI reserves the absolute right to accept or to reject any Application & Contract submitted by any prospective exhibitor for the purpose of participating in the 2023 Trade Show.

No one (Vendor or otherwise) may attend an AAPI Trade Show and sell goods or services without an AAPI exhibitor space. No one (AAPI member or otherwise) may sell their products or services in any AAPI designated areas during the Convention set-up, during designated Convention times or during the post Convention wrap-up without paying for an AAPI exhibitor space. No Vendor may attend Convention activities without Convention registration (see Rule 22).

4. Space Allowance and Selection Procedure. For purposes of space allowance and selection, the following provisions shall apply: Space Limitations: Minimum booth size is 100 square feet per exhibitor. AAPI will cooperate with each exhibitor to provide the desired type and location of booth(s) but cannot guarantee the availability of any particular booth location or number of spaces. Combinations: Combinations of two or more of the booth spaces available in the AAPI Exhibit Area may be selected to make up one exhibit, subject to limitations set forth in the paragraph above.

Selection Sequence: Space will be offered in accordance with the priority position of each exhibitor, which is based on exhibitor seniority (the total amount of space used by that exhibitor in the most recent previous AAPI Show) and the date Exhibit Application & Contract and Booth Payment is received. A first-time exhibitor will be ranked according to the date its request and payment for exhibit space is received by AAPI but shall receive no priority status based on seniority (participation in a previous AAPI Trade Show).

5. What is Included in the Cost of Booth Space. The price of each Booth Space includes: two chairs, one draped or cloth-covered six- or eight-foot table and convention/trade show registration for two (2) bona fide representatives or employees of exhibitor (pipe & drape is optional and may be an additional charge).

6. Subletting of Space or Transfer of Exhibit Booths without AAPI Permission Prohibited. Exhibitor agrees not to assign, sublet, or apportion space or any part thereof allotted to it, nor to exhibit, advertise, or offer for sale goods or services other than manufactured or sold by it in its regular course of business, unless such request is approved by prior written permission issued by AAPI as Show Management. To be considered, any request made by the exhibitor under the terms of this paragraph must be made to AAPI on or before January 6, 2023. Exhibit booth spaces are not transferable without prior written permission of AAPI as Show Management.

7. Cancellation or Withdrawal and Refund Policy. An exhibitor may cancel or withdraw from the show subject to the following conditions.

a. The exhibitor shall give AAPI notice in writing of its intention to cancel or withdraw from the show.

b. Prior to close of business on Friday, January 6, 2023, refunds may be made upon written notice submitted to AAPI by exhibitor, less a 20% administrative fee. Between close of business on January 6, 2023 and close of business on Friday, January 20, 2023, refunds may be made upon written notice submitted to AAPI by exhibitor, less a 35% administrative fee. **No refunds for cancellation will be made after close of business Friday,**

January 20, 2023. In the event the said notice of cancellation or withdrawal is received after January 20, 2023, the exhibitor shall be obligated and agrees to pay the total cost of the booth space assigned.

c. In the event of cancellation, AAPI shall have the right to use exhibitor's contracted booth space(s) to suit its own convenience,

d. including selling the space to another exhibitor, without any rebate or allowance to the canceled exhibitor. It is acknowledged and agreed that AAPI assumes no responsibility for having included the name of the canceled exhibitor or descriptions of its products and services, or either of them, in show catalogs, brochures, newsletters, bulletins, news releases, web site information or other materials.

8. Default of Occupancy. Any exhibitor failing to occupy by January 24, 2023 at 12:00 P.M., any space contracted for, but not canceled prior to the close of business January 20, 2023, is obligated to pay full cost of such space or spaces. In that event, AAPI shall have the right to use said space or spaces to suit its own convenience, including selling the space or spaces to another exhibitor, without any rebate or allowance to the defaulting exhibitor. It is acknowledged and agreed that AAPI assumes no responsibility for having included the name of canceled exhibitor or descriptions of its products and services, or either of them, in catalogs, brochures, newsletters, bulletins, news releases, web site information or other materials.

9. Building Occupancy. In case the premises of the Exhibit Area or of the Facility in which the Exhibit Area is located shall be destroyed or damaged, or if the show fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, mobilization, disease, Act of God, emergency declared by any govern-mental agency or by AAPI, or for any other reason, this Contract may be terminated by AAPI. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of AAPI shall be to return to each exhibitor its booth space payment, less its pro-rata share of all costs and expenses incurred and committed by AAPI.

10. Exhibit Hours. The official show opening will be at an hour to be determined by AAPI and the open hours of the show will be at various times to be determined by AAPI. Except for individuals specifically authorized by AAPI, no one will be permitted in any exhibitor's booth space(s) at any time during installation or dismantling of the show or, on show days, during the hours show is closed, unless he/she is a person able to positively identify himself as a bona fide employee, agent or authorized representative of said exhibitor. Any individual and any exhibitor company party to violation of this rule may be subject to expulsion for the balance of the show, and subject to be ruled ineligible for a future AAPI Show or Shows.

11. Installation and Dismantling. Exhibitors may begin set-up at **11:00 A.M. on Monday, January 23, 2023. All exhibits must be installed no later than 12:00 P.M. on Tuesday, January 24, 2023, at which time an inspection will be made by the AAPI or its representative(s).**

Removal, storage and return of crates will be at exhibitor's expense. Each exhibitor shipping materials or machines in crates will be required to accept delivery of incoming shipments during set-up and returned crates during dismantling within the confines of its own booth space(s).

Absolutely no dismantling will be permitted before the close of the show, Thursday, January 26, 2023. Dismantling will start ONLY after the close of the show on **Thursday, January 26, 2023, at 3 P.M.** All exhibits and exhibitor materials must be removed from the Exhibit Area on or before Friday, January 27, at 10 A.M.

12. Service Organizations. AAPI, in its capacity as Show Management, and the Facility wherein the Exhibit Area is located may designate contractors to perform work at the exhibitor's expense. Where union personnel are required by said Facility or by contractors involved, it shall be the exhibitor's responsibility to comply with such requirements. In no event shall AAPI or its representative(s) be responsible for the conduct of contractors or their employees. AAPI and its agent(s) assume no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or to said Facility. The foregoing includes services rendered to the exhibitor including, but not limited to, drayage, machinery moving and erecting, rental of furniture, booth and floral decorating, photography, drinking water, electric or telephone service, electricians, plumbers, carpenters, special sign work, or any other contractor.

13. Arrangements of Exhibits. Each exhibitor shall arrange its displays so it utilizes only the booth space(s) it has contracted for, and in such manner as to recognize the rights of other exhibitors and show visitors, and to conform to the overall pattern developed by AAPI.

Heights: No constructed booth display, sign or advertising may exceed the height of the drapes surrounding the booth (8 feet), unless the position of such display, sign or advertising is approved in writing by AAPI or its representative(s).

Lighting: AAPI reserves the right to restrict the use of glaring or irregular lighting effects.

Appearance: An exhibitor is responsible for keeping its booth neat. No material displaying an unfinished surface to neighboring booths is permitted. Exhibitors must arrange to remove excessive amounts of trash or waste materials during show hours.

Aisles: Aisles belong to AAPI and may not be used by an exhibitor as an extension of booth space. No exhibit or advertising matter will be allowed to extend beyond the space allotted to the exhibitor. No exhibitor's product, equipment, supplies or booth construction may be so placed as to exclude the view of neighboring exhibits from visitors passing through the aisles, as determined by AAPI.

Safety, Fire and Health: No exhibitor may utilize its booth in any manner which will create a fire hazard or which violates fire and safety regulations of the jurisdiction in which show is held. The exhibitor must comply with safety, fire and health ordinances regarding all booth construction, decorations and furniture, materials and supplies, exhibitor activities, and installation and operation of any equipment.

Storage: Each exhibitor shall provide needed storage within its own booth(s) or shall make arrangements for storage elsewhere.

Illegal Activities: Illegal activities, including illegal games of chance and similar visitor attractions, are prohibited. Interpretation is at the sole discretion of AAPI.

Approval: AAPI reserves the absolute right to approve or disapprove any exhibit if, in the opinion of AAPI, such exhibit uses unusual or unusually distracting effects or unusual or unusually distracting methods of presentation of products or services.

14. Utilities. Regarding such utilities as may be available in the Exhibit Area, the exhibitor agrees not to hold AAPI or its agent(s) responsible for any failure of or unavailability of utilities or installation personnel.

15. Moving Pictures and Sound Systems. The use of moving pictures or animated computer displays will be permitted, subject to approval by and control of AAPI. Sound movies, DVDs, CDs, slide presentations, videos or similar presentations will be permitted only if unobjectionable to neighboring exhibitors. AAPI reserves the right to curtail any sound systems. Any exhibitor activity which creates excessive noise, making normal conversation in neighboring booths difficult may, at the discretion of AAPI, be restricted to no operation or to periodic operation. Exhibitor assumes responsibility for compliance with any applicable union or code requirements relating to computer equipment, projection (including, but not limited to, video, film, or DVD) equipment and sound systems.

16. Delivery and Removal During Show. Under no circumstances will the delivery or removal of a portion of an exhibit be permitted during the Trade Show without permission first being secured in writing from AAPI or its representative(s).

17. Refreshments. No refreshments, food or beverages may be distributed in or from any exhibit booth space without written permission from the Facility in which the Exhibit Area is located and from AAPI. Any refreshments distributed by the exhibitor shall, at the exhibitor's risk expense, comply with all applicable Federal, State and Local sanitary and safety laws and regulations.

18. Care of Building and Materials Provided. No exhibitor may allow an article to be brought into, nor permit any act to be done in the Facility in which the Exhibit Area is located, which act shall increase the premiums or void policies of insurance held by AAPI or by said Facility. No exhibitor may permit any act by its employees or agents by which the premises or provided furniture, equipment or materials shall in any manner be marred, defaced or damaged. Exhibitor must surrender the space or spaces occupied by it and the furniture, equipment and materials provided in its booth in the same condition as at the commencement of occupation or usage. Any damage done to the premises or to provided furniture, equipment or materials, or any loss of such items, shall be made good by the exhibitor to AAPI, to the building owners and to the suppliers of the furniture, equipment and materials as their interests may appear.

19. Limitation on Organized Group or Outside Exhibit Activities Concurrent with AAPI Convention & Trade Show. Exhibitor at the AAPI Show, its company and its agents, or either of them, shall not organize, promote, publicize, participate in or invite Organized Group Attendance at, or provide transportation to or from, any non-AAPI sponsored event, exhibit, entertainment, or meeting designed to include groups of AAPI 2023 Convention & Trade Show attendees, at any hour or location within the Las Vegas, Nevada metropolitan area or any location comprising a tourist attraction within six hours' driving distance from the Las Vegas, Nevada metropolitan area, including, but not limited to the premises of the Orleans Hotel & Casino, or during any of the advertised 2023 Convention & Trade Show dates unless prior written consent has been obtained from AAPI.

During the hours of the AAPI 2023 Convention & Trade Show, exhibitor is prohibited from sponsoring or participating in any exhibit, sales event or promotional activity whatsoever which is situated within the Las Vegas, Nevada metropolitan area (including but not limited to the premises of the Orleans Hotel & Casino) and which is not sponsored, co-sponsored or approved by AAPI. Such exhibit, sales event or promotional activity by an exhibitor, whether designed for group(s) or individual(s) as prospective purchaser(s), is strictly prohibited during the hours of the AAPI 2023 Convention & Trade Show.

20. Liability Insurance Required. Each exhibitor shall be required to carry liability insurance adequate to cover any loss, damage or injury caused by or contributed to by said exhibitor, its agents or employees, whether by commission of an act or omission of an act or by negligence, which shall adversely affect any show visitor, exhibitor, exhibitor agent or employee, the Facility where show is held, or any other natural person, corporation or other organization. Exhibitor shall be required to present AAPI proof such liability insurance is adequate and in force. Proof shall be in the form of a Certificate of Insurance in the amount of \$2,000,000.00 for general liability, which Certificate shall name both Antique & Amusement Photographers International, Inc. and the Orleans Hotel & Casino as Additional Insured. Said proof of liability insurance shall be tendered to AAPI not later **Monday, January 16, 2023**. If exhibitor shall fail to provide AAPI with acceptable proof of liability insurance on or before **January 16, 2023**, exhibitor may be prohibited from occupying contracted exhibit booth space(s).

21. Exhibitor Badges. AAPI will provide registered exhibitor personnel with Official Show Badges. Use of such badges is restricted only to personnel assigned by the exhibitor to staff its booth space(s) for the Trade Show floor only. Said badges are not transferable. Pre-printed badges may not be replaced or exchanged unless such replacement or exchange is approved by an AAPI representative. No refunds will be made on pre-printed badges not picked up by the exhibitor. Badges must be worn at all times. If any personnel who like to participate in the full Convention activities, they **MUST** purchase a Convention registration and receive a different type of badge. Registration for the Convention will cost \$339.00 per person. Meals Only Ticket can also be purchase (contact AAPI Headquarters).

22. Registration and Admission. The Trade Show is not open to the general public. A registration fee will be charged to all visitors. An official badge, issued upon registration, entitles the wearer to unlimited attendance during scheduled show hours or, in the alternative, entitles the wearer to attendance only during specific Trade Show hours as covered by wearer's registration fee. An official badge must be worn at all times in the Exhibit Area and is not transferable. AAPI Show Management shall have sole control of all admission policies at all times.

23. Liability and Limitation on Responsibility for Loss. In the event that the Facility, Show Management or AAPI, its agents, employees and invitees, shall be held liable for any event which might result from a particular exhibitor's action or failure to act in any matter whatsoever, such exhibitor shall reimburse the Facility, Show Management and AAPI, its agents, employees and invitees, and shall hold the Facility, Show Management and AAPI, its members, officers and board, committees, agents, employees, invitees and staff harmless from any and all liability resulting there from.

AAPI and the Facility in which the Exhibit Area is located may take precautions to safeguard exhibitors' property. However, neither AAPI nor said Facility, nor their respective agents or employees, shall be liable for damage to or loss of exhibitor's property through theft, fire, accident or any other cause. Exhibitor shall insure or self-insure its own exhibit and display materials. Exhibitor agrees and acknowledges that AAPI, its agents or employees, shall not assume liability for any injury that may occur to show visitors, exhibitors or their agents and employees, or others.

Provided further that exhibitor shall defend, indemnify and hold harmless the Facility, Show Management and the Antique & Amusement Photographers International, Inc., its agents and employees, from all liabilities, damages, losses, claims, suits, judgments, costs and expenses, including costs and reasonable attorneys fees, directly or indirectly incurred by the Facility, by Show Management or by AAPI, its agents or employees, from any claim by any third party as a result of or arising out of or in connection with any negligent or intentional act or omission by said exhibitors while on the premises of the Facility during the show dates covered by these Rules and Regulations.

Exhibitor further acknowledges and agrees that AAPI, the Facility and any service company or other entity engaged by AAPI or the Facility or the agents, representatives, employees or invitees of any of these, shall not be held responsible for losses resulting from theft, fire, flood, adverse weather, natural disaster, war or mobilization, riot or civil disturbance, strike, disease or any other condition, whether any such loss or losses shall be caused by the negligence of AAPI, the Facility or their agents, representatives, employees, invitees or any other person or persons, or, for any conditions that prevent the AAPI Trade Show from opening on time, operating through its scheduled dates and hours, or operating at all.

Exhibitor acknowledges and agrees that in such event or under such conditions, AAPI may deduct from amounts paid by exhibitor for exhibit space such proportionate amount as will correspond to advance expenses already incurred by AAPI and which cannot be recovered.

24. Violation of Rules and Regulations. Willful violation of the provisions of the 2023 Exhibitor Contract, including these Rules and Regulations, may result in penalty or in expulsion from the AAPI Convention & Trade Show, as well as in prohibition from participation in a future AAPI Show or Shows.

25. General. All matters and questions which are not covered by the Exhibitor Information, Rules & Regulations are subject to the decision of AAPI. Exhibitor Information, Rules & Regulations may be amended at any time by AAPI, and all amendments or additions that may be so made shall be as equally binding on all parties affected as the original Exhibitor Information, Rules & Regulations.