



ASSOCIATION OF SMALL BUSINESS
DEVELOPMENT CENTERS

ANNUAL CONFERENCE

SEPTEMBER 21-24, 2010 ♦ GRAND HYATT SAN ANTONIO ♦ SAN ANTONIO, TEXAS



ASSOCIATION OF SMALL BUSINESS DEVELOPMENT CENTERS 2010 EXHIBITOR RULES AND REGULATIONS

1. **EXPOSITION SPONSORSHIP AND MANAGEMENT.** This Trade Show is produced by and is the property of The Association of Small Business Development Centers (ASBDC). ASBDC will provide show management and attendance promotion.
2. **CONTRACT FOR SPACE.** The order for booths, upon acceptance by ASBDC, assignment of space, and the full payment of rental charges by the deadlines outlined, constitutes a contract for rental of the space assigned. This contract will not be binding upon ASBDC in the event of strikes or other circumstances beyond ASBDC's control.
3. **ASSIGNMENT OF SPACE.** Space assignment will be determined and assigned on a first-come, first-serve basis. Booths will be assigned after submission of the completed exhibit space contract with full payment or by purchase order. Allocation of available space will be made on the basis of the applicant's choice preferences.
4. **SHARING AND SUBLETTING.** Exhibitor agrees not to assign or sublet the whole or any portion of the rented space covered by this contract.
5. **PAYMENT FOR SPACE.** Exhibit space contract should be accompanied by full payment of total booth fees made payable to ASBDC. A company purchase order may also be submitted to reserve space. **Payment of any booth rental fee balance is due no later than July 16, 2010.** ASBDC reserves the right to cancel reserved exhibit space and to sell such space to another exhibitor without any rebate or allowances to the former exhibitor, if the full amount of the rental charge has not been received by this deadline date. Contracts submitted after July 16, 2010 **MUST** be accompanied with full payment. Access to the trade show floor is contingent upon booth rental charges being paid in full.
6. **CANCELLATION OR DOWNSIZING.** Upon providing written notice, an Exhibitor may cancel or downsize from the Exhibit subject to the following conditions and restrictions:
 - A. Written cancellation or downsize notification received at ASBDC on or before July 16, 2010, are eligible for a refund of the full amount of payment received, less a \$450 handling fee. If cancellation or downsizing occurs and written notice is received at ASBDC after July 16, 2010, no refund will be issued. In such case, the Exhibitor becomes obligated to make immediate payment of any unpaid portion of the total cost of the assigned exhibit rental charge. Failure to do so may bar the Exhibitor from future ASBDC Exhibits until the debt is paid.
 - B. For contracts received at ASBDC after July 16, 2010 and cancellations or downsizing occurring after receipt of contract, no refunds will be issued. In such case, the Exhibitor becomes obligated to make immediate payment of any unpaid portion of the total cost of the assigned exhibit rental charge. Failure to do so may bar the Exhibitor from future ASBDC Exhibits until the debt is paid. In the event of cancellation or downsizing, ASBDC reserves the right to use the cancelled/downsized space, including the sale of space to another exhibitor without any rebate or allowances to the cancelled/downsized Exhibitor.
7. **TERMINATION OF EXHIBIT.** If the premises where the trade show is to be housed are destroyed or damaged, or the Trade Show fails to take place as scheduled or is relocated or interrupted and discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, or for any other reason, this contract may be terminated by ASBDC. In the event of such termination, the Exhibitor waives any and all damages and claims for damages and agrees that the sole liability of ASBDC shall be to return to each Exhibitor the Exhibitor's space payment received.
8. **OCCUPANCY OF SPACE.** All exhibits must be completed and in place by 4:00 pm for show opening on Wednesday, September 22, 2010. Official opening time to be published in the Official Service Manual is set for 5:30 pm. ASBDC reserves the right to set, at the Exhibitor's expense, any booth(s) not set by 4:00 pm on Wednesday, September 22, 2010. ASBDC, therefore, reserves the right, should any rented space remain unoccupied at 4:00 pm on Wednesday, September 22, 2010, or at any time thereafter, to rent or occupy said space. But this clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount of the rental provided for in this contract for space, nor shall it affect the right of ASBDC to retain as liquidated damages the whole or any part of the rental received.

9. **CLOSING TIME.** The Official closing time for the trade show, to be published in the Exhibitor Service Manual, is 1:30 pm, Friday, September 24, 2010. Dismantling begins at 2:00 pm. Dismantling or packing exhibits prior to the official closing time is not permitted unless specifically approved by ASBDC. **Dismantling or packing exhibits during show hours is strictly prohibited.**
10. **EXHIBITOR'S REPRESENTATIVE.** Each Exhibitor organization must name at least one person to be its official representative, with authorization to enter into such service contracts necessary for the installation and removal of exhibits and the provision of services, for which the Exhibitor will be responsible.
11. **COMPLIMENTARY CONFERENCE REGISTRATION.** Two (2) complimentary Conference registrations will be allowed for each exhibit booth rented. This entitles two (2) official exhibiting company representatives to attend all educational and meal events. **Exhibitor badges** shall be restricted to full-time employees of exhibiting organizations or other authorized representatives of exhibiting firms approved by ASBDC who are actually "staffing" the exhibit booth during published move-in, show open and/or move out hours. All exhibit personnel shall wear proper badge identification, as provided by ASBDC, prominently displayed for viewing by ASBDC or the representatives of the official contractor for security, at all times. Badges are not transferable and those worn by other than the person to whom issued will be confiscated. Additional booth personnel may be registered either at the full conference rate of \$595 or at a special exhibit booth only rate of \$250 per person. Only two exhibit booth only personnel are permitted per booth.
12. **SOLICITATION.** The aisles and all other spaces in the Trade Show floor shall be under the control of ASBDC. All displays, interviews, conferences, distribution of literature, lectures or any other type of activity shall be conducted inside the space contracted for. Standing in aisles or in front of exhibit booths of other Exhibitors for advertising purposes is strictly prohibited. Exhibitors who sell items for delivery on the show floor are required to collect and remit city and state sales taxes.

Solicitation by non-exhibitors.

Persons connected with non-exhibiting concerns are prohibited from any dealing, exhibiting, or soliciting within the Trade Show Floor.

13. **LIABILITY AND INSURANCE.** Exhibitor shall save and hold ASBDC forever harmless from and against all liabilities, damages, claims, demands and charges imposed for violation of any law, ordinance, and personal injuries (including death), property loss, or damage to others, whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, arising out of or in any manner connected with the performance of this contract regarding the exhibition premises. And further, Exhibitor shall at all times protect, indemnify, defend and save and keep ASBDC totally harmless from any and all loss, cost, damage, liability, expense, negligence or willful act or out of or by reason of any accident or other occurrence to anything or anyone, including the Exhibitor, its agents, employees and business invitees, which arises from or out of or by reason of said Exhibitor's occupancy and use of the exhibition premises or a part thereof. ASBDC will exercise reasonable care for the protection of Exhibitor's materials and displays. However, the Exhibitor, on signing this contract, expressly releases ASBDC from, and agrees to indemnify same against any and all claims for such loss, damage or injury. Exhibitors desiring to carry insurance on their exhibits will place it at their own expense. ASBDC shall provide security service at the trade show entrance and floor during set-up and dismantle hours and during all non-show hours for the duration of the Trade Show. Independent contractors appointed by the Exhibitor shall provide proof of insurance, which shall name ASBDC as additional insured, prior to show set-up. Exhibitor shall notify ASBDC in writing not less than thirty (30) days prior to the move-in date if Exhibitor plans to utilize any independent contractor. Exhibitor agrees that independent contractors appointed by an Exhibitor shall agree in writing to abide by all conditions of these Rules and Regulations as well as any additional rules, regulations and/or guidelines of Grand Hyatt San Antonio, San Antonio, Texas. Exhibitor shall provide proof of such agreement to ASBDC at ASBDC's request.
14. **SHIPPING.** It is recommended that all property be shipped through the official ASBDC shipping contractor by each Exhibitor.
15. **EXHIBIT LABOR.** In the Trade Show Area for display installation and dismantling, you may set up your exhibit display with full-time employees of the exhibiting company without the use of tools. If your exhibit installation or dismantling requires the use of tools, you must use union personnel supplied by the official decorating contractor. An exhibitor may remove material from their privately owned passenger vehicle without the use of dollies, hand trucks, or mechanical equipment. Exhibitors may hand carry, in or out, their own equipment so long as they use designated entrance and said equipment is delivered to the booth solely by the exhibitor with a minimum amount of trips and without the use of carts or dollies. Exhibitor shall abide by any and all agreements made by and between and among ASBDC, the Grand Hyatt San Antonio and any union and/or other labor group(s) having jurisdiction at the Trade Show.
16. **FIREPROOFING.** In addition to those requirements cited specifically in this Paragraph, San Antonio Fire Department regulations must be followed by Exhibitor without exception. All fluids which are flammable, open flames, butane gas, oxygen tanks, etc., are not permitted. All packing containers, excelsior wrapping paper, which must be flameproof, are to be removed from the floor and must not be stored under tables, behind displays or in cabinets. Aisle areas and display area exits must be free of obstructions. Easels, signs or other obstructions may not be placed in aisle outside of exhibit booths. No obstruction shall be placed in any aisles, passageways, lobby or exits leading to any fire extinguishing appliances or emergency exits. Direct passageways leading to fire alarm telegraph communications or emergency exits must be maintained free of any obstruction.
17. **SPACE AND POSTING RESTRICTIONS.** Exhibits must be confined to the exact space allocated. Circulars, publications, advertising matter, and all kinds of promotional giveaways may be distributed only within booth spaces. Nothing shall be posted on, or tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture, trade show floor, Hall or ASBDC contracted hotel(s).

Signs, rails, etc., will not be permitted to intrude into or over aisles. No signs/banners may be hung or suspended from the ceiling (with the exception of island booths – see specific rules in 19 below).

- 18. CHARACTER OF EXHIBITS.** ASBDC reserves the right to judge the appropriateness of any exhibit and to decline to permit an Exhibitor to conduct or maintain an exhibit if, in the judgment of the ASBDC, said Exhibitor or exhibit or proposed exhibit shall, in any respect, be deemed unsuitable. This reservation relates to persons, conduct, article of merchandise, printed matter, souvenirs, catalogs, and any and all other things, without limitation, which might negatively affect the character of the Trade Show (See number 24). In the event that ASBDC shall determine that the conduct of any Exhibitor or its employees, agents or servants is not in keeping with the character of the Trade Show, ASBDC may, at any time, without notice, terminate the contract for space entered into with said Exhibitor and, with or without process of law, remove Exhibitor, its employees, agents, servants, and all of the property of the Exhibitor from the space contracted for and from the Trade Show. No Exhibitor shall have any right or claim against ASBDC or its' Management on account of any action so taken. The determination of the ASBDC as to the suitability of any Exhibitor, exhibit or proposed exhibit as to whether any exhibit or the conduct of any person is in keeping with the character of the Trade Show shall, in each instance, be final. Side show tactics, scantily clad individuals or other undignified promotional methods will not be permitted. The use of live models, performers and similar persons within the exhibit areas for product/service demonstrations, explanations, etc., must be approved in advance by ASBDC. Exhibitors are asked to observe the "good neighbor" policy at all times. Exhibits should be conducted in a manner not to be objectionable or offensive to neighboring booths.
- 19. TYPES OF EXHIBITS.** ASBDC retains sole discretion and authority in the placement, arrangement and appearance of all displays. All exhibits must conform to these regulations. Exhibits not in compliance must be brought into compliance prior to the end of exhibit set up. ASBDC reserves the right to set, at Exhibitor's expense, any booth(s) not in compliance or not set at the end of exhibit set up, 4:00 pm on Wednesday, September 22, 2010. All dimensions indicated are outside measurements. Consult your floor plan for size of exhibit space. Build your display to fit inside this area. **Booth back walls, including identification signs and decorations, must not exceed 8' in height. Except for island booths, the standard height for all exhibits is 8'.**

SPECIAL NOTE: Where an Exhibitor's display is built beyond the limitations and restrictions as set forth in this contract, ASBDC reserves the right to correct such display violations by having Exhibitor alter, remove or rearrange any or all of the display so that it will comply with regulations. If the Exhibitor is not available to make such corrections, ASBDC has the authority to make any and all necessary corrections at the Exhibitor's expense. In cases where the reverse side of an Exhibitor's back wall, sidewall, riser, display, or table(s) is exposed to view, such portion of this display must be suitably finished with fireproof material so that no part of the display construction, electrical wiring, or the like, can be seen from the aisles or adjoining booths belonging to other exhibitors.

The following types of exhibits have been approved by ASBDC.

Standard Booth. One or more standard (10' x 10') booths in a straight line. Background and end sections, including signs, must not exceed 8' in height. End sections may be extended out from the back line at their 8' height for ½ the distance of the depth of the booth. From that point until they reach the aisle, the end sections may not exceed 4' in height. This type of display is permitted anywhere on the Trade Show floor except in any area reserved for island exhibits.

Standard Booth with Canopy. A canopy may be added to the standard one-aisle booth provided: the canopy does not exceed the 8' maximum height limitation; the bottom edge of the canopy is at least 86" from the floor; uprights needed to support the canopy are constructed in such a manner as not to obstruct the view of neighboring exhibits and are not larger than 1' by 1'; and the other restrictions pertinent to one-aisle booths are met. This type of display is permitted anywhere in the Trade Show Area except in any area reserved for islands. Temporary installation of tents, awnings, or canopies requires prior written approval of both the Trade Show Hall and the San Antonio Fire Prevention Division. Written requests must be submitted to the ASBDC or the approved Exhibit contractor no less than thirty (30) days prior to move-in.

Island Booth. Exhibits of 20' x 20' or larger with aisles on all four sides. This is a free-form display offering maximum flexibility by eliminating the usual restrictions on exhibit booth dimensions. The maximum height is limited to no more than 12 feet. Please contact the ASBDC's Official Exhibit Contractor if further information is required.

Booth fixtures and display items may be placed anywhere inside the booth perimeter. Overhead signs, display structures, trusses, projectors, projection screens, video walls and/or other equipment suspended above any island booth must be professionally and safely rigged in accordance with any and all local union jurisdiction and life safety policies in effect on the Trade Show Floor and must be arranged through the approved Exhibit Contractor. Any overhead sign, projection screen or similar display material and/or equipment hung from the ceiling of the building must be at least four feet above the tallest part of the booth, not to exceed 12 feet. Any structure deemed to be unsafe and/or inappropriate by ASBDC, the approved Exhibit Contractor or Trade Show facility authorities must be altered and/or taken down at the Exhibitor's expense. Drawings of island booths must be available for inspection by ASBDC, the installation and dismantling contractor, the exhibitor during the time the exhibit is being erected, exhibited, and dismantled at the show site that include a signature or stamp of a reviewing structural engineer indicating that the structure design is properly engineered for its proposed use, and a signature of an authorized official of the exhibit building company indicating that the structure is built in compliance with the details and specifications set forth on the drawings.

The above illustrations depict almost any situation. If your exhibit plans are not defined by these examples, contact ASBDC for clarification. ASBDC will not approve unsafe exhibit construction or any which encroach upon the aisles or other exhibit areas.

20. **PEDESTALS, TABLES, RACKS, ETC.** Pedestals, tables, racks, shelves, risers and similar display equipment may not exceed 4' in height when positioned more than half the distance from the back wall of a single-aisle booth. Nor can they exceed 4' when placed 4' from the center line of a three-aisle booth in a 10' x 10' aisle. The exception to these rules would be if the same company occupies 8' of booth space on both sides of the unit or units. The maximum height for such items under these circumstances, including the product being displayed, is 66".

Freestanding units, including those intended to be the focal point in an exhibit, are subject to the same rules as apply to pedestals, tables, etc. The maximum dimensions for such items is 8' h. x 32" w. x 32" d.

DISABILITY PROVISIONS. Exhibitor shall have sole responsibility for ensuring that its exhibit is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Exhibitor will ensure the accessibility of its exhibit space, and agrees to hold harmless and indemnify ASSOCIATION against any claims, damages, loss or exposure, including reasonable attorney's fee and costs, arising out of or related to any alleged ADA violations.

21. **PROJECTION OF PICTURES.** Booth space must be able to contain within its outside measurements a reasonably sized audience if projected pictures (motion pictures, video, slides, transparencies, opaque materials, etc.) and demonstrations are shown in the booth. Any activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by ASBDC.
22. **SOUND LEVELS.** Exhibitors operating sound reproducing equipment will be expected to keep the sound at reasonable volume, that of a normal speaking voice, in order to avoid disturbing other exhibitors. **Public address systems, radio broadcasts, and other devices used only to attract attention by sound are prohibited.** ASBDC reserves the right to regulate and/or restrict sound and electricity of any Exhibitor who violates this rule.
23. **MISCELLANEOUS REGULATIONS.** The Exhibitor shall not foster or conduct outside activities which would take qualified attendees from Conference official functions and/or the Trade Show during scheduled hours. Use of meeting facilities or ASBDC contracted hotels by exhibitors or organizations for sales or business meetings, or meal functions during the ASBDC conference and exposition dates must be approved in advance by ASBDC. Hospitality suites shall not be open during Trade Show hours or daytime Conference hours. No animals or pets are permitted inside the Trade Show Area as part of any exhibit, activity or performance unless approved by ASBDC in advance. Static helium balloon displays are permitted only with the prior approval of the Hotel, and a balloon waiver will need to be completed. Helium balloons may not be used as giveaways. Helium tank storage inside the Trade Show Area is prohibited. Painting of signs, exhibits or other objects is not permitted in the Trade Show Area. Food products or beverages are not to be distributed in any Exhibitor's booth unless detailed plans and arrangements for such distribution have received prior written approval of ASBDC and Grand Hyatt San Antonio. Serving or distribution of alcoholic beverages by exhibitors or their representatives within any part of the exhibit hall is forbidden. Children under the age of 18 are not permitted on the Trade Show Floor during set-up or dismantle hours. During official show hours, children under 18 are permitted only when accompanied by and under the supervision of an adult. Parking on the loading dock or inside the exhibit hall is prohibited; violators' vehicles will be towed at owners' expense. Vehicles that remain in the exhibition hall as part of a display must have the battery cables disconnected. The gas tank must either be taped shut or have a lockable gas cap and must have the smallest amount of fuel (not more than 1/8th tank; enough to drive into the building and drive out safely). Vehicles may not be displayed without the prior written approval of the San Antonio Fire Department and Grand Hyatt San Antonio.
24. **MUSIC LICENSING.** Exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to exhibitors, including but not limited to, any music performance agreement between ASBDC and ASCAP or BMI for meetings, conventions, trade shows and expositions. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and be prepared to present ASBDC with a copy of such license or grant no less than 30 days prior to the start of the Conference.
25. **TREATMENT OF ATTENDEES.** Exhibitor agrees to abide by ASBDC Policy 18 which, in conformity with applicable law, offers equal opportunity to all regardless of race, color, creed, religion, national origin, gender, marital status, physical or mental handicap, political affiliation, age, veteran status, sexual orientation, and other characteristics protected by law. ASBDC reserves the right to remove any exhibit whose personnel discriminate against show attendees in any manner.
26. **GENERAL.** ASBDC reserves the right to determine the eligibility of any Exhibitor. ASBDC reserves sole control over admission policies. These Rules and Regulations are established for the mutual protection of ASBDC and the Exhibitor. ASBDC reserves the right to make such changes in the time schedule or in the general plan of the Trade Show as may be deemed by ASBDC to be in the best interests of exhibitors and the Trade Show generally. All matters and questions not covered by these Rules and Regulations are subject to the decision of ASBDC. All terms of the Contract will be enforced by ASBDC.
27. **RESPONSIBILITY.** It is the responsibility of the exhibiting firm to be fully familiar with these Rules and Regulations and to see that each member of the firm attending the Conference and Trade Show, whether as exhibit personnel or registrant, as well as the Exhibitor appointed Independent Contractor are familiar with the Rules and Regulations.
28. **STANDARD ARBITRATION CLAUSE.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Arbitration will be held in the State of Virginia. This contract shall be deemed entered into in the State of Virginia, and shall be interpreted according to the laws of the State of Virginia.