

Exhibitor Rules and Regulations for the California Transit Association 2022

These Exhibitor Rules and Regulations are subject to and incorporated by reference in the California Transit Association 2022 Agreement to Exhibit between Exhibitor and the California Transit Association (the "Agreement").

1. **GENERAL:** The 57th Annual Fall Conference & Expo hosted by the California Transit Association (CTA), on behalf of itself, its agents and employees acting for the management of the 57th Annual Fall Conference & Expo. The annual conference exhibit hall is designed to provide a showcase of vehicles, equipment, products, and services related to the transit industry. CTA reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of CTA, likely to be compatible with the general character and objectives of the Expo. If an exhibitor is evicted for violating these restrictions, CTA is not liable for any refunds, rental, or other exhibition expenses. CTA does not guarantee that any space will be available to any applicant. If space is not available, a waiting list will be developed in the order of the date of receipt of each completed and paid-in-full Application and Agreement. CTA will refund all payments received with the Agreement on exhibit space to any applicant for whom space is not available within four weeks after the conference. All matters and acquisitions not covered by the regulations are subject to the decision of the CTA. In the event of a decision of general interest, notice will be given by the CTA to affected exhibitors.

2. **BOOTHS, BADGES, AND REGISTRATION:** Exhibit booths and spaces are being offered. Exhibitor booth/space applications and payment are due at time of order to ensure reservation of an exhibit booth/space at the Fall conference & Expo. Each exhibitor will receive two conference registrations and booth space as noted in the conference prospectus. These are not transferable.

3. **ASSIGNMENT OF SPACE:** Applications received with a deposit (if made during the deposit window) or total payment from prospective exhibitors will be recorded in order of their receipt. In the event of a conflict regarding space or other imperative conditions, the CTA shall have the right to assign space to the exhibitor and/or rearrange the floor plan, and/or reallocate any exhibit at any time before or during the period of exhibition.

4. **PAYMENT AND PROVISION IN CASE OF DEFAULT:** If any exhibitor fails to pay, when due, any sum required, or if any exhibitor fails to meet any term or condition of the Agreement, including these Rules and Regulations, CTA reserves the right to terminate this Agreement immediately without refund of any monies previously paid. Full payment must be received by CTA before October 14, 2022 to assure Expo space is guaranteed.

5. **EXHIBITOR SET UP:** At the time of writing these Rules and Regulations, the set-up time has not been finalized. Exhibitors will be provided set-up and take down hours and services when finalized. Exhibitors must comply with the final hours of set-up and take down; no installation work will be permitted without special permission from the CTA.

6. **REMOVAL OF EXHIBITS:** All exhibits must remain intact as noted in the Expo hours posted on the CTA website. Exhibits may not be dismantled or removed until the time notes without prior permission from CTA. Exhibits must be packed and ready to ship as noted in the Expo hours posted on the CTA website.

7. **SUBLETTING OF SPACE:** The exhibitor may not assign or sublet any space and may not advertise or display goods other than those manufactured or sold by it in the regular course of its business. In addition, exhibitors may not switch locations without the prior permission from CTA. Failure to do so may result in those exhibitors involved being asked to leave the floor immediately.

8. **CANCELLATIONS:** Cancellation of exhibit space must be directed in writing to CTA. Deposit refunds may be requested until August 15, 2022. Cancellations made on or before October 14, 2022, will receive 50 percent of the fee. No refunds whatsoever will be made on cancellations after October 14, 2022.

9. **ADMITTANCE:** Admittance to the exhibit hall is limited to those people whose names have been provided by the exhibitor as required in the Rules and Regulations. Children under age 18 will not be allowed admittance to conference or the exhibit hall.

10. **LIABILITY:** Neither the CTA, their members, officers, representatives, or employees, the Ontario Conference Center (Venue) or its employees will be responsible for any injury, loss or damage that may occur to the exhibitor's employees or property from any cause whatsoever, prior, during or after the period covered by the Agreement. Each exhibitor must make provision for the safeguarding of its goods, materials, equipment, and display at all times. General overall security will be provided by the Venue for the exhibition period. The furnishing of such security shall not be deemed to affect the non-liability of CTA, the Venue or their officers, representatives, or employees. In the event that said premises shall be destroyed by fire or the elements, or by any cause, or in the event of government intervention or intervention or regulation, military activity, strikes or any other circumstances that make it impossible or inadvisable for CTA to hold the show at the time and place provided in the Application and Agreement then and thereupon the contract shall terminate and the exhibitor shall waive any claim for damages or compensation, except the pro rata return of the amount paid for space, after deduction of actual expenses incurred in connection with the show, and there shall be no further liability on the part of either party. In the event any part of the exhibit hall is damaged, or if circumstances make it impossible for CTA to permit an exhibitor to occupy the space assigned during any part or the whole of the period covered, then under such circumstances the exhibitor will be charged for space only for the period space was or could have been occupied by the exhibitor, and CTA is released from any and all claims for damages that may arise in consequences thereof. Distribution of demonstrations, circulars or promotional materials may be made only from the display area assigned to the exhibitor presenting such material or as approved by CTA.

11. **SPECIAL SOUND EFFECTS/GIVEAWAYS/SOLICITATION/MUSIC:** Objectionable audible or visual attention-getting devices or effects and offensive odors and/or fragrant flowers that could aggravate allergies are prohibited on the exhibit floor. Any special promotions or stunts planned for the exhibit floor or in the area must be approved by CTA. Sample-giving shall not interfere with other exhibitors' space or in the walkways. Exhibitors are not permitted to conduct contests or drawings at their tables without the permission of CTA. Films of purely entertainment character, without educational or informative values, will not be permitted. Any exhibitor providing music during the Exhibition must contact CTA to confirm possible fee. The exhibitor must receive approval for the musical presentation from CTA and pay all associated fees and penalties.

12. **ENTERTAINMENT AND PRIVATE MEETINGS:** CTA reserves the right to control all function space at the Venue and surrounding venues. Function approval may be provided for exhibitors upon request. Hospitality rooms and events may not be open during the hours of any official CTA function. The exhibitor assumes full responsibility for property damage, personal injury, or death to any party, by reason of assurances at or related to any such functions conducted by it. Signage will only be allowed in CTA designated areas and must be approved by CTA prior to display.

13. **EXHIBITOR CONDUCT:** Exhibitors and their representatives shall not congregate or solicit trade in the aisles. The prior written consent of CTA is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such

employment or use shall be confined to the exhibit space only. Management in its sole and absolute discretion may withdraw consent at any time, in which event exhibitor shall terminate such activity forthwith and may be asked to leave. All promotional plans must be submitted to CTA for approval. Distribution of pamphlets, brochures or any advertising matter must be confined to the exhibit space. Cocktail parties or social gatherings of any kind shall not be held during exhibit hours without permission from CTA. Exhibitor shall refrain from any action that will distract attendees from attendance at the exhibit during open hours. Exhibitor shall not lead attendees from one exhibit space to another or to elevators or escalators. Exhibit space shall not be used for entertaining. Exhibitor shall not enter another exhibitor's space without invitation or when unattended. No exhibitor or any of its representatives shall conduct itself in a manner offensive to standards of decency or good taste.

14. FIRE REGULATIONS: Fire regulations prohibit the use of paper (crepe or corrugated), cardboard or other flammable materials for booth decorations. All materials in exhibit areas must be nonflammable. Electric signs and equipment must be wired to meet local fire code specifications. Fire extinguishers on walls or elsewhere must not be removed or obstructed.

15. EXHIBITOR SERVICE KIT: Exhibitors are responsible for all exhibit production. Exhibitors should arrange shipping and receiving details with the Exhibitor Services Company.

16. CARE OF EXHIBIT SPACE: Exhibitors shall be responsible for properly maintaining their space. Exhibitors may not place anything in the aisles during exhibit hours. Exhibitors are not permitted to have backdrops or any part of their displays exceeding 8' in height. When exhibitors leave their booth during show hours, they are required to leave a sign indicating when they will be back. For all booths, no part of a display in the front half of the booth may be higher than 48". Any display, fixtures/products, or material over 48" in must be at least 10 linear feet away from any adjacent booth. No signs shall be affixed to walls, drapes, electrical outlets, etc., using nails, tacks, staples, or tape. Any damages to facility through carelessness of exhibitors or their employees or agents must be paid by the exhibitor causing the damages. Any exhibitor distributing stickers will be held responsible for removing them from any part of the premises.

17. AMENDMENTS: CTA reserves the right to interpret, amend and enforce these Exhibitor Rules and Regulations. Written notice of any amendments or interpretations shall be given to each exhibitor. Each exhibitor, for himself, his agents and employees agree to abide by all Contract Rules and Regulations set forth herein, or by any subsequent amendments or interpretations.

18. PRIVATE APPOINTMENTS: Exhibitors may not utilize the exhibit time allotted for private appointments with unregistered guests.

19. INDEMNIFICATION and INSURANCE: Exhibitor shall protect, indemnify, defend, and hold CTA, the Venue and all other exhibitors, and each of their respective parents, subsidiaries and affiliates, trustees, officers, directors, employees and agents harmless from and against all claims, liability, actions, judgments, losses, costs, fines, and expense (including reasonable attorneys' fees) arising out of or related to (i) Exhibitor's use of the Venue, its participation as an Exhibitor at the Event, the conduct of Exhibitor's business, or from any activity, work or things that may be permitted or suffered by Exhibitor in or about the Event and/or the Venue; (ii) any breach or default in the performance of any obligation on the Exhibitor's part; and (iii) any negligence of Exhibitor or any of its agents, contractors, employees, and invitees. Insurance coverage will not be afforded to Exhibitor by any party associated with the Event, including the CTA and the Venue.

Exhibitor shall carry and maintain during the term of the Event, at the Exhibitor's sole cost and expense, as a minimum, the following insurance with insurers rated A- or better by A.M. Best:

1. Workers Compensation as required by the state where the work is to be performed and Employer's Liability insurance with limits of at least \$500,000; and

2. Commercial General Liability including, but not limited to premises and operations, products/completed operations, contractual liability, independent contractors and personal/advertising injury liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

Coverage provided shall be primary and noncontributory or excess over other valid insurance, which may be available to CTA. Exhibitor shall submit to the CTA, whenever requested by the CTA, a certificate of insurance that evidences the required insurance coverages and inclusion of the CTA as an additional insured on the commercial general liability insurance policy. All certificates shall state that coverages afforded will not be cancelled, non-renewed or materially reduced without thirty (30) day advance written notice to the CTA.

If the CTA cannot hold the Event due to any cause beyond its control, or if the Event area is uninhabitable due to acts of God or any cause beyond the CTA's control during any part or whole of the exhibition, CTA and its subsidiaries are not responsible and Exhibitor hereby waives any claim against CTA and its affiliates for any alleged losses or damages which may arise from such inability to occupy assigned space.

20. General: Any notices required or permitted hereunder shall be given to the appropriate party at the address specified herein or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery or upon being sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing. Exhibitor agrees to be bound by the decisions of the CTA in interpreting this Agreement.

This Agreement, including the attached Exhibitor Rules and Regulations, (i) constitutes the entire agreement of the parties with respect to the subject matter hereof, (ii) may be modified only by written amendment signed by both parties, (iii) may not be assigned in whole or in part by Exhibitor nor may Exhibitor subcontract any of the services to be provided hereunder without the prior written approval of the CTA, (iv) shall be governed by the internal laws of the State of California without regard to choice of law principles and (v) shall not become effective until signed by duly authorized representatives of both parties. If any provision of this Agreement is determined to be invalid or unenforceable in any jurisdiction, the remaining provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed so as to effectuate the purposes and intent of the parties. The failure of either party to enforce any right or obligation under this Agreement shall not be deemed a waiver thereof and shall not prevent the later enforcement of any right or obligation hereunder.

EXCEPT FOR EXHIBITOR'S OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

ACCEPTANCE

Exhibitor/Sponsor, by its undersigned duly authorized representative, agrees to comply with all terms and conditions contained in this Agreement, the conference policies, and any requirements and/or rules provided by the Venue or Exhibitor Services Company.

Signature _____

Name/Title _____

Date _____