

# 2019 FNCE® RULES AND REGULATIONS

In submitting this application and contract, the Exhibitor agrees to comply with all rules, restrictions and directives issued by the Academy of Nutrition and Dietetics (the Academy) in connection with the 2019 Food & Nutrition Conference & Expo™ (FNCE®). This includes, but is not limited to, information contained in the Exhibitor Prospectus, Exhibitor Application & Contract, confirmation materials and the Rules and Regulations outlined below.

**1. Application and Contract for Exhibit Space:** This contract for exhibit space, the formal notice of space assignment by the Academy and/or its agents and Corcoran Expositions, Inc. acting as Management of the Exposition, referred to hereafter as “the Academy,” and payment in full of rental charges for floor space constitute a contract for the right to use the same.

**2. Eligibility to Exhibit:** The Academy reserves the right to exercise its sole discretion in acceptance or refusal of applications. Products, programs and services proposed for exhibition must relate specifically to food, nutrition and the profession of dietetics. Products, programs and services must be consistent with the Academy’s position on all current and published position papers; have a preponderance of current and scientifically valid information; comply with the U.S. Food and Drug Administration (FDA) rules, regulations and guidelines, if so regulated; are accredited through the National Commission for Certifying Agencies (NCCA), if required; and must supply a 510k for any medical devices.

Show Management reserves the right to make the final determination of all space assignments in the best interests of the exposition and may refuse space to any exhibitor for any reason. The Academy has the right to withhold approval of the exhibition of products and services, which in its judgment do not further the educational, scientific or practice needs of Academy members and FNCE® attendees.

At the request of the Academy at any time before or during the Expo, Exhibitors must furnish the Academy with sample products, packages, labels, advertising and/or literature that would be or is being distributed. The Academy reserves the right to determine which companies and products are appropriate for inclusion in the Expo and to refuse, cancel or restrict any applicant, Exhibitor or exhibit which the Academy considers unacceptable on account of the Exhibitor’s conduct, articles, printed material, samples, questionnaires, celebrities or any other aspect related to its exhibit. Upon notice by the Academy, the Exhibitor must immediately remedy the unacceptable condition or must, alternatively, withdraw its application. If the Exhibitor’s withdrawal under this provision occurs after the start of the Expo, Exhibitor may, depending on the circumstances, receive a refund of the prorated amount of its booth rental fee.

**3. Non-endorsement:** The Academy of Nutrition and Dietetics does not endorse any programs, products or services on the Expo floor. The views expressed in Exhibitor materials do not reflect the official positions or policies of the Academy of Nutrition and Dietetics. No endorsement of Exhibitor’s programs, products or services should be inferred.

**4. Terms of Payment:** Contract must be accompanied by a deposit equal to 50% of the total rental for each booth requested with total balance due by May 1, 2019. If balance is not paid by this deadline, the Academy has the right to cancel Exhibitor’s contract and release such space for resale without refund of deposit. Applications submitted after May 1, 2019, must be accompanied by payment in full.

**5. Cancellation of Space:** Any request to cancel or downsize exhibit booth space must be made in writing to Show Management at [doreen@corcexpo.com](mailto:doreen@corcexpo.com) or [fnceexpo@eatright.org](mailto:fnceexpo@eatright.org).

- If space is reduced, the net reduction of space will be treated as a cancellation of that space. For cancellations on or prior to May 1, 2019, exhibitors are liable for 50% of the cost of booth space.
- After May 1, 2019 no refunds will be provided. No exceptions will be made.

Any space not occupied by 6 p.m. on Saturday, October 26, 2019 for which no special arrangements have been made, may be reassigned by the Academy without refund.

**6. Space Assignment:** All exhibits will be located at the Pennsylvania Convention Center in Halls D & E. Dimensions on the floor plan are believed to be accurate, but are only warranted to be approximate. Priority for space assignment is based on points awarded to previous FNCE® Exhibitors during the period five years prior to the Exposition for which the application is being made. Points are accumulated as follows:

Two (2) points per 100 square feet of booth space utilized per year for the past five years.

Ten (10) bonus points for five consecutive years of exhibiting at FNCE®. The bonus points are forfeited if the Exhibitor misses a year during this five-year period.

In the event that exhibiting companies have the same number of priority points, the Academy's policy is to randomly order the time slots for selecting booth space for each group of Exhibitors with identical priority point values. The date of receipt of the application will be used to determine assignments only when there is a need to determine priority for applications received after the initial assignments have been made.

After the onsite booth assignment, all booth assignments will be made on a first-come, first-served basis, and duplicate requests shall be determined by postmark date, date of receipt, past exhibit history and special floor requirements. The Academy reserves complete authority for assignment of space. Every effort will be made to ensure the best possible space to Exhibitors. The Academy reserves the right to relocate display areas at any time for the benefit of the Exhibitor or for the betterment of the Exposition. No contract shall be in force until signed by the exhibitor.

**7. Exhibit Installation, Storage and Removal:** Installation must be completed by the scheduled close of set-up hours. In the event the Exhibitor fails to install its exhibit within the proper set-up time, fails to pay the rental charges for space, or fails to comply with any provisions concerning the use of its exhibit space, the Academy shall have and reserves the right to take possession of such booth space and reassign it without refund.

Exhibitors shall not be permitted to store combustible shipping and packing materials, including cardboard boxes behind their booths at any time. A one-day's supply of product may be kept in the booth, but any boxed product must not be visible. Exhibitors should make arrangements with the general service contractor to store any additional product in accessible storage. Properly marked empty boxes, crates and cartons will be stored and returned to the booth by the general service contractor. It is the Exhibitor's responsibility to mark and identify its crates/cartons. Cartons and crates not properly marked or identified may be destroyed. The Academy assumes no responsibility for the contents of improperly labeled cartons or crates.

Dismantling or packing up one's exhibit booth can begin only after the close of the Exposition at 1 pm on Tuesday, October 29, 2019. Any infraction of the dismantling and packing regulations will result in the automatic loss of priority points and will affect future conference booth placement and/or eligibility to exhibit. All exhibits must be removed from the Pennsylvania Convention Center by 12 p.m. on Wednesday, October 30. The deadline for clearance of all materials from the Expo Hall will be strictly enforced. It is the responsibility of each Exhibitor to have materials packed, identified and cleared for shipment by such time.

The Academy reserves the right with no liability whatsoever for damage, spoilage or loss to dismantle, dispose of, store and clear from the premises any material goods, property or merchandise of any Exhibitor who has failed to comply with the above requirements. Such work will be done at the sole expense of the Exhibitor.

**8. Booth Construction:** All Exhibitors are required to have carpet and/or flooring in their booths. All linear booths are 100 square feet (10'x10') unless otherwise noted. Booths have an 8' high back wall drape with 36" high sidewall drapes. No

special signs, booth construction, apparatus, equipment, lighting fixtures, etc. will be permitted to extend above 8' 3" feet in height. All display fixtures more than 4' in height and placed within 10 linear feet of an adjoining exhibit must be confined to the back 5' of the Exhibitor's booth. An island booth is a display of four or more standard 10'x10' corner booth spaces merged together with aisles on all four sides. Full use of the space is permitted, but the design of the booth must allow see-through visibility and accessibility from all four aisles. Additional islands may be created by selecting a full block of 10'x10' booths. No drapery is provided with island booths. Island booth displays may not exceed 16' in height. Hanging identification signs and graphics will be permitted to a maximum height of 20'. All island booth exhibitors must submit scale drawings for review and approval to Doreen Bonnema, Exhibit Manager ([Doreen@corcexpo.com](mailto:Doreen@corcexpo.com)) by Friday, July 26, 2019.

Graphics, products or portions of the display are not permitted outside the confines of the booth unless supplied by the Academy of Nutrition and Dietetics. Exhibitors are required to keep their exhibit space neat and orderly at all times. Exposed parts of displays and/or equipment must be finished so an attractive appearance is presented when viewed from the aisles or adjoining booths. If Exhibitor fails to cover or finish these areas, this will be done at the discretion of the Academy and at the expense of Exhibitor.

**9. Sharing and subletting of Space:** Subletting and sharing of space is permitted only for divisions of the same company, with approval of the Academy. The subletting and sharing of exhibit space is strictly prohibited to separate companies.

**10. Multiple Divisions/Company Mergers:** Companies with several divisions may choose to average priority points in order to be grouped together in the space assignment process. The process will allow each division of one company to contract separately, while maintaining their own identities (i.e., exhibit listing, badges, hotel rooms, etc.). In the event that a company merges with, is bought by, or purchases another company, the highest number of priority points accumulated will be used as the point total for the new company. The Academy must be notified in writing of such changes.

**11. Exhibit Staffing:** As a courtesy to the attendees and fellow Exhibitors, it is important that Exhibitors open their exhibits on time each day. Each exhibit booth must be manned during all exhibit hours until the scheduled closing of the Exposition at 1 p.m. on Tuesday, October 29, 2019. Exhibit representatives manning the booth must be bona fide employees or distributors of the exhibiting company and must be eighteen years of age or older. Exhibitors must display goods manufactured or dealt by them in their regular course of business, unless approved in advance by the Academy. It is strongly encouraged that all Exhibitors staff their booths with a minimum of two representatives to ensure adherence to this regulation. Exhibitors will have access into the Expo Hall two hours before the exhibits open on Sunday, October 27, Monday, October 28 and Tuesday, October 29. Exhibitors may remain in the hall one hour after the close of the Expo Hall each day.

**12. Distribution of Products and Materials:** Distribution of advertising and other promotional materials is permitted within the confines of the contracted booth space. Any Exhibitor found distributing promotional materials outside of their allotted booth space will be found in violation of the Exposition Rules and Regulations.

No person, firm or organization not having contracted with the Academy for the occupancy of space in the Expo or the Member Product Marketplace (for Academy members) will be permitted to display or demonstrate its products, programs or services, or distribute promotional materials in or on the premises of the Expo, Convention Center or any other FNCE® location. Any infringement of this rule will result in the removal of the offending person or persons. Circulars or other promotional material may only be distributed from the Exhibitor's assigned space.

The Academy of Nutrition and Dietetics reserves the right to restrict exhibits which, because of noise, method of operation, materials, or for any other reason are objectionable, and also to prohibit or evict any exhibit which, in the Academy's opinion, may detract from the general character of the show as a whole.

**13. Demonstrations:** Demonstrations, entertainment or live interviews must be confined to the limits of the space contracted, and must get written permission from the Academy. The use of audio visual equipment or other sound devices are permitted; however, the use of such equipment cannot disturb neighboring Exhibitors or result in the obstruction of aisles or prevent ready access to a nearby Exhibitor's booth. The Exhibit Manager reserves the right to determine at what point sound interferes with others and must be discontinued. Exhibitors must take every reasonable precaution to minimize the noise of demonstration or of operating sound devices. Helium-filled and air-filled balloons or devices are not allowed in the Expo Hall. Giveaways may not include stick-on decals or balloons.

**14. Promotions, Prize Awards, Drawings & Contests:** Prize awards, drawings, contests and other such traffic builders will be permitted by the Academy only after the Academy has given written approval. Exhibitors must inform the Academy in writing by September 13, 2019 of their intent to utilize any of the above, and provide a detailed description of what will be taking place and being awarded. Exhibitors must demonstrate that they have complied with all federal, state and local laws concerning promotion. No promotions, contests or drawings may involve the solicitation or collection of fees, contributions, or monetary payments, whether for the Exhibitor or for any third party. Promotions, contests and/or drawings must be solely for the promotion of the exhibiting company. An Exhibitor cannot solicit other Exhibitors at the Expo for participation in any promotion, contest and/or drawing. Prizes for drawings and contests must keep within the professional nature of the Expo and must not exceed \$800 in value per individual.

In order for an Exhibitor to be approved to hold a book signing within their booth, their allotted space needs to be a minimum of a 20 x 20 (400 square feet). All traffic-builders, demonstrations and book signings must be approved by submitting the Application for Promotions to the Academy. This form is located in the Exhibitor Service Kit, available March 2019.

**15. Photography/Videography:** In order to best meet the photography requests of FNCE® Exhibitors, Attendees and Press, the Academy has developed policies to maintain a professional and educational conference environment:

- **No Photography or Video capture in Educational Sessions:** The Academy hires a professional photographer to capture the excitement of the Food & Nutrition Conference & Expo™ (FNCE®) educational sessions, Expo Hall and other activities. Due to the distraction of the speakers, we request that you do not take personal photographs during educational sessions. All FNCE® Attendees submit a photography waiver as part of the registration process, which gives permission to the Academy (and all other media) to use their likeness.
- **Authorized Press:** Working members of the press are required to check in at the Press Room, receive an authorized press badge and be escorted by an Academy staff person in order to photograph and/or videotape at FNCE®. Exhibitors who do not want the press to photograph or videotape their booth should inform the Press Room staff onsite, and place visible signage in their booth space.
- **Photography/Videography on Expo Floor:** We encourage FNCE® Exhibitors and Attendees alike to share in the excitement of the event, and in doing so, allow pictures to be taken in the Expo Hall. The Academy asks that Exhibitors who wish to take pictures do so in their booth only. If you are participating in traffic building games for Attendees that will be posted on social media channels, please have signage visible to Attendees in your booth stating how and where these pictures are to be posted. In turn, we request Attendees ask permission of Exhibitors before taking photos/videos of their booth, unless there is a sign denoting otherwise. If an Exhibitor requests someone to refrain from taking pictures, and that person continues to do so, Show Management should be notified immediately.

We ask that everyone uphold a professional and respectful environment when taking photographs. If you have any questions related to the Academy's photography policies, please contact Doreen Bonnema at [doreen@corcexpo.com](mailto:doreen@corcexpo.com) for details and restrictions.

**16. Order Taking/Sales at FNCE® 2019:** All producers of events as well as individual exhibitors and/or other vendors, who conduct sales during an event, are responsible for obtaining the appropriate business license and for paying all applicable state and local taxes.

**State Tax & Licensing Contact:**

Monica Lyles  
Licensing Specialist  
Pa Dept. of Revenue  
110 N. 8<sup>th</sup> St., Suite 204B  
Philadelphia, PA 19130  
215-560-2484

**City Tax & Licensing Contact:**

Frank Breslin  
Chief, Department of Revenue  
City of Philadelphia  
Municipal Services Building, #480  
Philadelphia, PA 19102  
215-686-6501

**General Business Tax contact:**

Frank Barclay  
PA Dept of Revenue  
1400 Spring Garden St #201  
Philadelphia, PA 19130  
215-560-2485

Online business tax information: <http://www.revenue.state.pa.us>

Online business license/tax application: <http://www.pa100state.pa.us>

**17. Booth Surveys:** Exhibitors wishing to conduct market research or surveys in their booths during FNCE® must adhere to the following:

- A. Booth Surveys/questionnaires must be submitted for approval to the Academy's Exhibit Manager no later than September 13, 2019.
- B. If approved, booth surveys/questionnaires must be conducted within the confines of the Exhibitor's booth. At no time may exhibit personnel leave their booth to encourage participation of attendees.
- C. Market research companies must identify the name(s) of the client(s) for whom they are conducting research.
- D. All participants in the booth survey must be notified in writing of the purpose of the survey and how the information will be used.
- E. Booth Survey and results may not be published, may not include the name Academy of Nutrition and Dietetics (the Academy) or make any reference to the Food & Nutrition Conference & Expo™ (FNCE®).
- F. Booth Survey results, **for internal use only**, may not be used in any advertising, promotions, press releases or any external communications. Results are for exhibitor's internal use only. Results must be submitted and shared with the Academy Exhibit Manager by December 31, 2019.

## 18. Fire Safety Requirements:

City of Philadelphia, Fire Department, Department of License & Inspection, Security Services Department Convention and exhibition shows shall meet the following requirements to insure fire safety of occupants and buildings. Below are guidelines that pertain to Exhibit Booth construction/display materials and cooking within one's booth:

**A. Cooking in Exhibit Booths:** Cooking is permitted in exhibit booths when food or food equipment products are featured at FNCE®. Please note the following:

### Open Flame

Open flame devices and candles are not permitted except by written approval from the Fire Department.

### Cooking and Baking Appliances

- Cooking and baking appliances shall be on noncombustible surfaces and separated horizontally from combustible materials by at least two feet.
- Cooking ranges shall be protected by an approved automatic fire suppression system and at least two 10lb ABC portable fire extinguishers.
- The use or storage of any flammable or combustible liquids, compressed gases cylinders, hazardous materials or chemicals such as fuel is strictly prohibited.
- Butane and propane fueled cooking equipment is strictly prohibited.
- Deep fat fryers are prohibited.
- The Fire Marshal requires that commercial cooking equipment that produces grease-laden vapors must be exhausted from the building.
- Cooking appliances must comply with NFPA 96.
- The Fire Marshal reserves the right to inspect and require a test of all cooking equipment prior to event opening.

**B. Booth Construction and Decoration Materials:** All booth construction and decoration materials must be fire retardant. It is suggested that a certificate of retardancy be available at the show to prevent the need for possible onsite testing of the material. General guidelines for material fire retardancy include: Backdrops, tents, canopies, dust and table covers, drapes and similar fabrics: These fabrics can often be made fire retardant by a dry cleaner that can issue a certificate of fire retardancy. Exhibitors and/or display manufacturers can also provide a certificate included with the materials. Corrugated cardboard/display boxes: These materials can best be made fire retardant at a factory. Wood and wood by-products: If wood materials are not sufficiently fire retardant, a certified fire retardant specialist using pressure impregnation or similar impregnation method must treat them. Polyurethane foam, plastic and similar products need to be treated as well. Exhibition booths shall be constructed of noncombustible, wood greater than 1/4 inch nominal thickness, or wood of any thickness which has been fire retardant treated in accordance with American Wood Preservers Association (AWPA) C20-91—"Structural Lumber: Fire-Retardant Treatment by Pressure Processes" or C-27-91 "Plywood: Fire Retardant Treatment by pressure Processes. Other combustible materials shall be flame resistant in accordance with NFPA 701 for textiles and films, and Underwriters Laboratories. (U.L.) 2975 for foamed plastics. Canopies over 100 square feet require a smoke detector and a fire extinguisher. Canopies over 200 square feet require a sprinkler system. A tent requires tag or tear sheet listing material is flame retardant in accordance with NFPA 701. NFPA Codes and Standards <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards?mode=code&code=701>

**C. Disposal of Waste:** Exhibitors must dispose of any waste products they generate during the exhibition in accordance with guidelines established by the Environmental Protection Agency and the Pennsylvania Convention Center. Flammable or other dangerous fluids, substances, materials, equipment or other items must be in accordance with federal and local ordinances, laws and regulations. If inspection indicates neglect in complying with these regulations, or otherwise presents a fire hazard or danger, the Academy may cancel all or such part of a display as may be irregular, and effect the removal of the same at the Exhibitor's expense. The Exhibitor is responsible for having certificates of flameproof actively in possession

should booth decorations be questioned during inspection. Each Exhibitor is charged with knowledge of compliance with all laws, ordinances and regulations pertaining to health, fire prevention and public safety.

**19. Distribution of Food and Beverages:** All business activities of the Exhibitor at the Expo must be within the Exhibitor's allotted space. Aramark is the exclusive food and beverage vendor at the Pennsylvania Convention Center and has responsibility to strictly regulate any food and beverage activity in the Convention facility. Any Exhibitor sampling products must submit a sampling authorization form to the Academy and Aramark for review and approval by Friday, September 13, 2019. In connection with distribution of food and/or beverages in Exhibitor booths, pre-packaged, single unit samples are allowed. In addition, only food and beverage manufacturers may serve 6 oz. size sample portions of their own food product(s) and 4 oz. size portions of non-alcoholic beverages. Alcoholic beverages can be purchased at the full-retail prices from Aramark and dispensed by a licensed Aramark bartender. Approval for distribution must be made in writing to the Academy and served from within the Exhibitor's booth. All food must be prepared and served from within the regulations of the state of Pennsylvania. If an Exhibitor's product requires serving it with additional food items that are not produced, manufactured or distributed by the Exhibitor, these additional items must be purchased through Aramark. The use of propane, butane or other combustible bottled gas is prohibited.

**20. Indemnification:** Exhibitor agrees that it will indemnify and hold and save the Academy and the city of Philadelphia whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against the Academy on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of the Academy by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of the Academy. Exhibitor covenants and agrees that in case the Academy shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon the Academy by virtue of any such litigation.

**21. Governing Laws and Jurisdiction:** The Exhibitor's contract shall be construed, interpreted and governed according to the laws of the State of Illinois, and the parties agree that in any action or proceeding arising under or related to this agreement, they shall submit to the jurisdiction and venue of a court of competent jurisdiction in the County of Cook in the State of Illinois.

**22. Insurance:** All Exhibitor property is to remain under its custody and control in transit to/from and within the confines of the Expo. Exhibitors shall carry their own insurance to cover exhibit material against damage and loss and public liability insurance against injury to the person and property to others. Certificates of insurance shall be furnished if requested by the Academy. The Academy shall not be obligated to carry any insurance for the benefit of the Exhibitor.

**23. Force Majeure:** In the event of any circumstances beyond the control of the Academy, including acts of God, floods, fires, natural disaster, war, strike, or terrorism, or threat of war, strike, or terrorism, that render the holding of the Expo in the good faith opinion of the Academy to be impractical, impossible, or inadvisable, the Academy may, in its sole discretion, cancel the Expo and shall have no obligation to Exhibitor other than the return of the unused prorated portion

of the booth rental fee. Exhibitor releases the Academy from any and all claims for damages, which may arise in consequence thereof.

**24. Security:** Every reasonable precaution will be taken to protect property during the Expo. However, neither the Academy, Official Service Contractor nor the management of the Pennsylvania Convention Center are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism or other causes. Individual booth security is available at an additional fee to Exhibitors, and it is strongly advised that Exhibitors carry additional insurance for theft or damage to their displays or other personal property while such property is located at or is in transit to or from the exhibition site. While the Academy provides security guards, this is solely as an accommodation to Exhibitors, and the Academy assumes no responsibility for any loss, damage or injury to any property of the Exhibitor or to any of its officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever.

The Exhibitor expressly agrees to save and hold harmless the Academy, its management, agents and employees from any and all claims, liabilities and losses for injuries to persons (including death) or damage to property arising in connection with Exhibitor's use of the exhibit space.

**25. Care of the Building and Equipment:** Exhibitors and their agents shall not injure or deface the walls, floors or any part of the exhibit building, booth, materials or equipment of another Exhibitor or the Pennsylvania Convention Center. If such damage appears, the Exhibitor causing such damages is liable to the owner of the property so damaged.

**26. Labor:** Exhibitors are required to observe all contracts in effect between the Academy, service contractors, the Pennsylvania Convention Center and any labor organizations involved. All rules, regulations and restrictions will be outlined in the official Exhibitor Service Kit.

**27. Official Service Contractor:** Global Experience Specialists (GES) is the Official Service Contractor for the exposition and is in total charge of the exhibit area production. The Exhibitor shall provide only the material and equipment that is owned and is to be used in the exhibit space. All other items used in the booth are to be provided through arrangements with the above contractor. Payment for services provided to Exhibitor by contractor is the responsibility of Exhibitor. Forms for ordering auxiliary services (Exhibitor Service Kit) will be supplied to you approximately 120 days prior to show time from GES.

**28. Exhibitor Appointed Contractors:** No EAC will be allowed to work in an exhibitor's booth if the *Notice of Intent to Use EAC and Policies and Procedures* form, a valid Certificate of Insurance and the *Agreement and Rules and Regulations between GES and the EAC* form is not completed by an authorized representative and received by CertFocus (a web-based COI management and processing system) by the deadline date reflected in the Exhibitor Services Manual. The manual will be available online through Expresso by GES in March 2019. This *Notice of Intent to Use EAC and Policies and Procedure* form must be completed by the exhibitor only for every third party (as well as any other third party ordering or requesting services from GES on behalf of exhibitor) at FNCE® 2019. These certificates of insurance are required to be in possession of said contractors onsite at the Expo at all times. No exceptions will be made that will interfere with the orderly function or security of the Exposition or with obligations or commitments of the Academy. All contractor personnel working within the Pennsylvania Convention Center must be wearing, in an easily visible location, a photo identification badge issued by their employer or by the union dispatching the labor as well as a set-up/tear-down badge or wristband provided by security.

**29. Exhibitor's Authorized Representatives:** The Expo Hall is limited to individuals, business firms and manufacturers who have contracted and paid for booth space. Each Exhibitor shall provide the Academy the names of personnel in attendance at the Expo on the appropriate Exhibitor registration form included in the Exhibit Service Kit or online by the specified date. Said representative shall be authorized to enter into such service contracts as may be necessary on behalf of the exhibiting company, for which the Exhibitor shall be responsible.



Each exhibiting company is provided with a complimentary allotment of Exhibitor Booth badges and Exhibitor Conference badges\* based on the net square feet occupied by their exhibit booth. Additional badges are available for a fee.

\*Exhibitor Conference Badges provide access to the Expo Hall during Set-up, Tear-down, Show hours, the Opening and Closing sessions and FNCE® educational sessions. Exhibitor Booth Badges provide access to the Expo Hall during Set-up, Teardown, Show hours and the Opening and Closing sessions only.

The following is the complimentary allotment of badges:

Net Square Footage	Exhibitor Conference Badges	Exhibitor Booth Badges
100	1	4
200	1	6
300 – 400	2	8
500 – 600	3	12
700 – 800	3	14
900 – 1000	4	16
1100 – 1200	4	18
1300 and higher	5	20

The Exhibitor and representatives are required to wear these identification badges throughout the Expo and while attending all Academy Conference-related events. The badges are not transferable. Supplementing this identification with business cards, ribbons, or company logotypes is not permitted. Exhibitor badges may only be made out in the name of the company shown on the Exhibit Application & Contract to Exhibit. False certification of individuals as exhibit representatives, misuse of the exhibitor badges, or any other method or device used to assist unauthorized persons to gain entrance into the Expo is in strict violation of Academy Rules and Regulations. No one under the age of 18 will be allowed to work in a booth in the Exhibit Hall. No exceptions will be made. The Academy reserves the right to refuse to admit and eject from the Exhibit Hall, or from any space therein, any objectionable or undesirable person or persons; and on the exercise of this authority the Exhibitor, for itself, its employees and agents, hereby waives any right and all claim for damages against the Academy.

**30. Violations:** As a condition for exhibiting, each Exhibitor shall agree to observe all policies. A violation may result in a loss of exhibit participation points unless corrective measures proposed by the Academy are taken by the Exhibitor to rectify the violation. Violators will forfeit priority points for each regulation violated.

- The first regulation violated will result in the company not accruing the exhibit participation points for the current FNCE®.
- The second regulation violated will result in the company losing 50% of its total accrued exhibit participation points.
- The third regulation violated will result in the company losing all of its total accrued exhibit participation points.
- The fourth regulation violated will result in the company not being eligible to exhibit at future FNCE®s.

Whenever practical or appropriate in the view of the Academy, disciplinary action will be progressive according to the preceding sequence. However, the Academy reserves the right to levy a more severe penalty, including refusal of or termination of the exhibit, at its discretion without progressing through each of the preceding successive steps. In the event of such restriction or eviction, the Academy will not be liable for any refunds, rentals, or other exhibit expenses. In all interpretations of the Rules and Regulations, the Academy decision is final. Any objectionable practices by Exhibitors should be reported to the Exhibit Manager immediately.

**31. Amendments:** Any and all matters and questions not specifically covered by the preceding Rules and Regulations shall be subject to the decision of the Academy. These Rules and Regulations shall be binding on Exhibitors equally with the foregoing conditions. Exhibitors shall be notified in writing of any amendments to these.