

RIMS 2008 SAN DIEGO – RULES & REGULATIONS CONTRACT

GENERAL RULES

Any company exhibiting at the RIMS 2008 Annual Conference & Exhibition should demonstrate related products and services that are of professional interest to risk management professionals.

All agreements for exhibit space are reviewed by the Risk and Insurance Management Society, Inc. (RIMS). **RIMS reserves the right to refuse rental of display space to any company for any reason if, in RIMS opinion, that company's attendance would not be beneficial to the general character and objective of the exhibition.**

All exhibit rules and regulations specified in this agreement, as well as those contained in the Exhibitor Services Manual (ESM), will be strictly enforced. RIMS may change, add or delete regulations as it deems necessary, without notice, to ensure the success of the conference. Any changes shall be binding on the exhibitor. The ruling of RIMS shall be final in all instances with respect to use of any exhibit space. Providing all rules and regulations are followed, booth space assignments will be made on a first come, first-served basis subject to Priority Booth Space Selection seniority policies.

All exhibitors must comply with the following rules:

- Exhibits may not project beyond the space allotted;
- Subletting, assigning or apportioning of any exhibit space is prohibited;
- No exhibitor may display any goods other than those it manufactures or distributes except for promotional items referenced below; and,
- Food and beverage distribution must have prior approval from RIMS and the San Diego Convention Center's (SDCC) caterers, Centerplate.

PROMOTIONAL MATERIAL

Sample articles, premiums, novelties, souvenirs and printed educational and promotional materials may be distributed from the confines of the Exhibitor's booth only. All such materials must be available to all Exhibition attendees so long as the materials are offered. Prize contests or drawings are permitted only with prior written approval by RIMS. Samples of handout materials, other than literature, must be screened and approved in advance by RIMS show management.

RIMS may, at any time, withhold or withdraw permission to distribute any material it considers objectionable or not allowed by the SDCC or local rules or regulations. Exhibitors are prohibited from distributing articles, premiums, novelties, souvenirs or printed materials anywhere within any RIMS conference hotel.

CARE OF PREMISES

Exhibitor will be responsible for any damage done to the SDCC by them, their employees or agents. No part of any exhibit, signs or other material may be posted, taped, nailed, screwed or otherwise affixed to walls, doors, woodwork or floors or any horizontal or vertical surface within the SDCC. Stickers, helium balloons and tanks are prohibited.

ADMISSION

RIMS shall have sole control over show admission policies at all times. All persons visiting the Exhibition are required to wear an appropriate badge while in attendance. All exhibitor personnel must wear an Exhibitor's badge or appropriate conference registration badge at all times.

LIMITATIONS OF LIABILITY

RIMS will provide security during the official period of installation, showing and dismantling and will exercise reasonable care for the protection of the Exhibitors' materials and displays. **However, neither RIMS, nor the SDCC assume any liability for damage or loss to the property of the Exhibitor, its agents, representatives, employees, invitees or guests at anytime.**

HOLD HARMLESS AGREEMENT

Exhibitor agrees to defend, indemnify and hold harmless RIMS and the SDCC against any/all claims, losses and/or damages to persons or property arising out of or caused by the conduct, acts or omissions of the Exhibitor, its employees, agents, representatives, invitees or guests during its move-in, occupancy or move-out of the exhibition premises.

STAFFING OF EXHIBITS

All exhibits must be continuously staffed each day of the Exhibition during those hours when the Exhibition is open to attendees. There will be no exceptions.

PAYMENT OF EXHIBIT SPACE

Full payment is due within 30 days of space assignment. Exhibitors signing up after January 31, 2008, are required to submit payment at time of space assignment. If full payment is not received, booth space will be released and will be subject to the fees associated with the deadlines below.

All fines associated with violations/non-compliance must be paid in full within 30 days of invoice date or booth space will be released.

CANCELLATION/DOWNSIZING

Cancellation of all or a portion of any exhibit space must be made in writing. Written notice of cancellation/downsizing of booth space is subject to the applicable fee *per* 10x10 booth space as noted below. Effective June 1, 2007, this refund schedule will be strictly followed.

When written notification is received:

- Up to August 31, 2007 – No fee;
- September 1 – September 30, 2007 - \$500 fee;
- October 1 – October 31, 2007 - \$1,000 fee.
- On or after November 1, 2007 – NO REFUND regardless of the reason for cancelling/downsizing, including the failure of an exhibit to arrive on site.

Exhibitors who have cancelled prior to submitting their payment will be invoiced and held liable for the cancellation fee as outlined in the schedule above. In addition, booth space for future shows will not be offered until all outstanding invoices have been paid.

RIMS shall not be responsible for shipping charges, construction costs, labor charges or expenses for preparation of exhibits or any other expenses in the event that the Exhibition is postponed or canceled for any reason whatsoever, or in the event that the material fails to arrive.

BOOTH RELOCATION

All relocations will be assigned in compliance with your company's position on the RIMS Priority Space Selection Roster. After the relocation process has ended, the wait list expires and seniority will no longer apply. After this date, relocations will be assigned as requested.

MERGERS AND ACQUISITIONS

When companies merge, the new conglomerate company which has absorbed the old company in its entirety, including all debts and liabilities, will be assigned the space selection rank of the pre-merger company with the highest seniority. If the division or product line splits away in the future, it will retain the seniority it had established prior to the merger.

A. When companies merge yet remain as separate divisions or product lines and maintain separate booths:

1. Each division or product line will maintain its space selection rank at the time of merger.
2. Priority booth selections will be made by each division or product line based on their seniority rank at the time of selection.
3. Each company is entitled to one online directory listing at no charge; additional listings are \$100 each (Restrictions apply)
4. If the division or product line splits away in the future, it will retain the seniority it had established prior to the merger.

RIMS 2008 SAN DIEGO – RULES & REGULATIONS CONTRACT

B. When companies merge yet remain as separate divisions or product lines, and display in one continuous booth:

- 1.** The new company will assume the space selection ranking of its highest priority point division or product line and will make the booth selection for the group.
- 2.** The new company is entitled to one online directory listing at no charge; additional listings are \$100 each. (Restrictions apply)
- 3.** If the division or product line splits away in the future, it will retain the seniority it had established prior to the merger.

Any company that wholly owns another exhibiting company may opt to select in the spot with the highest number of seniority points. This may be done at the discretion of both exhibiting companies and RIMS.

In the event that any of the companies under the corporate umbrella lose a seniority point for non-compliance, those companies forfeit the right to choose their booth space in any other position but their own for a period of one year.

FORCE MAJEURE

The performance of this Agreement, in whole or in part, by either party, is subject to the following events or occurrences beyond either party's control, including, but not limited to: acts of God, war, government retaliation or regulation, terrorist acts and/or threats of terrorism, civil disorder, curtailment of transportation facilities preventing or severely limiting attendees from attending the Exhibition, natural or man-made disasters, fire, earthquakes, accidents or other casualties, strikes or threat of strikes (provided neither party may cancel or suspend this agreement for strikes, labor disputes or work stoppages involving its respective employees, contractors or agents), or any similar intervening cause beyond the control of either party making this Agreement illegal, impossible, inadvisable or commercially impracticable to perform. Should RIMS cancel or curtail the Exhibition due to the unavailability, in whole or in part, of the convention facility to RIMS for the Exhibition, RIMS may, upon discovery of such unavailability, cancel this Agreement without liability or further obligation to the Exhibitor. Exhibitor shall not be entitled to a refund of the booth rental fee if this Agreement is terminated for any reason stated herein.

ARRANGEMENT OF EXHIBITS

The space provided will be as shown on the floor plan to the extent possible, but RIMS reserves the right to change the location of booths if this is deemed to be in the best interest of the exhibition.

Failure to comply will result in the issuance of a non-compliance violation.

RIMS will enforce the IAEE Display Rules and Regulations for exhibit space concerning height limitations, backwalls, side rails, island booths and double deckers. Exhibitors will be sent the IAEE rules with their ESM.

FIRE REGULATIONS

Booth decorations and construction must conform to the regulations of the San Diego Fire Marshal. Flammable or explosive materials may not be used. Cloth and other combustible materials must be flameproof. Packing containers, exhibit materials, excelsior wrapping and similar materials must be removed from the exhibit area and may not be stored under tables or behind displays.

OPERATION AND CONDUCT

A. Exhibit Personnel. Attendants, models, and other employees must confine their activities to the contracted exhibit space. Exhibitor's personnel and representatives may not enter the exhibit space of another Exhibitor without permission from that Exhibitor, and at no time may anyone enter an exhibit space that is not staffed. Violators may be ejected from the Show and Exhibitor is subject to a loss of seniority points. Exhibitors shall not photograph or video tape the exhibit or product of another Exhibitor. Neither the exhibit area nor other areas of the Facility shall be used for any improper, immoral, illegal or objectionable purpose. All personnel of Exhibitor, including personnel retained by Exhibitor to be in or around its booth, must wear appropriate apparel at all times. Show Management reserves the right to make determinations on appropriate apparel and entertainment activities conducted by Exhibitors.

B. Booth Entertainment. Sound emitting from the exhibit space cannot exceed 80 decibels. Loudspeakers must be positioned to direct sound toward the center of the exhibit booth or display area; NOT pointed towards the aisles. The 80/80 Sound Rule: Any sound which consistently exceeds 80 decibels, measured at the edge of the exhibitor's booth, is clearly identifiable more than 80 feet from the booth, or is, in the opinion of Show Management, objectionable or interfering with neighboring exhibits is considered in violation of RIMS Rules & Regulations. Exhibitors receiving requests from Show Management to reduce the volume or noise level must conform immediately to the request or be subject to having the power to the sound system disconnected. If after receiving a second warning that they are in violation, the power to the sound system will be disconnected for the remainder of the day. If there is a third violation, the

power will be disconnected for the remainder of the Show.

C. Exhibit Obstructions. Exhibitors are not allowed to obstruct the view, occasion injury or adversely affect the displays of other exhibitors.

D. Advertising. Exhibitor shall not, without the written consent of Show Management, distribute, or permit to be distributed, any advertising matter, literature, souvenir items or promotional materials in or about the exhibit areas except from its own allotted exhibit space. Exhibitor shall not post or exhibit any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the premises of the Facility, except within the Exhibitor's booth space and upon such space as is made available for such purposes by the Facility.

Mobile advertisements along the main convention center street (Harbor Drive) and in front of the key hotels (Manchester Hyatt and San Diego Marriott) during conference hours (regardless of permits) are prohibited as it interferes with shuttle service.

RIMS defines conference advertising as advertising and promotions that are taking place in the city as a direct result of carrying out your message to your targeted audience – the RIMS 2008 attendee. Any indoor/outdoor advertisement placement around the "key" areas of the city, to include but not limited to: airport signage, street signage/banners, convention center, etc., must include the prominently-visible tagline "Proud Supporter of RIMS."

Sidewalks, ramps, entries, doors, corridors, passageways, vestibules, hallways, lobbies, stairways, elevators, escalators, aisles, or driveways are for the purpose of ingress or egress only to the Center. These areas are considered private property.

RIMS reserves the right to restrict or close exhibits, at any time during the Exhibition, which, because of noise, odor, method of operation or any other reason, become, in RIMS opinion, objectionable or otherwise detract from the Exhibition. This reservation includes restriction of persons, things, conduct or printed material.

Exhibitors found to be in non-compliance with advertising guidelines will be subject to both a loss of one seniority point and fined \$1,000 per incident.

RIMS 2008 SAN DIEGO – RULES & REGULATIONS CONTRACT

NON-COMPLIANCE WITH RULES & REGULATIONS

A. Non-compliance with RIMS Exhibit Guidelines (as stated in the online RIMS Exhibitor Services Manual and IAEE Guidelines for Display Rules & Regulations) will result in a warning which will require that the non-compliance be rectified within a specified time period. If the non-compliance is not rectified, the company will be fined \$1,000 per day of the Exhibition (\$3,000 total) until the non-compliance is corrected. Non-compliance adjustments that are not made will be corrected by Show Management at your company's expense. Prolonged non-compliance with these rules and regulations may result in your booth being removed from the exhibit hall at your company's expense as well as the loss of one seniority point. Non-compliance with RIMS' Exhibit Guidelines for two (2) consecutive years will result in a loss of one seniority point, in addition to the fine. Non-payment of the fine(s) within 30 days from date of invoice will result in the forfeiture of exhibit space for the upcoming year.

B. Non-compliance with Operation and Conduct Regulations will result in the loss of one seniority point in addition to a fine of \$1,000 per occurrence.

C. Violations of these rules and regulations may also result in ejection of exhibitor from the Exhibition without refund or compensation for damages or expenses incurred in exhibiting at the Exhibition, drop in priority, disqualification from future RIMS events and publications, and/or other such remedies that RIMS determines is necessary and proper to retain the integrity of the Exhibition. Upon due notice of such violation, RIMS shall have the right to take possession of the Exhibitor's space, remove all persons and properties and hold the Exhibitor accountable for all liability, expenses and damages arising from Exhibitor's breach/violation of the *RIMS 2008 San Diego – Rules & Regulations Contract*.

INSTALLATION AND DISMANTLING: Dates and times are listed in the ESM.

EARLY TEAR-DOWN: Exhibitor shall not initiate tear-down, packing, or abandon exhibit prior to close of Exhibition Hall. In

the event exhibitor begins teardown prior to the close of exhibits, the exhibitor will be issued a non-compliance and be subject to a \$500 fine and loss of one seniority point for future Exhibitions or may be refused the right to exhibit at future RIMS events.

RIMS reserves the right to alter or close any exhibit which does not conform with the rules of this contract or those rules contained in the ESM.

No refund shall be given under such circumstances. This action does not constitute the exclusive remedy available to RIMS and RIMS may avail itself of any remedy in law or equity in addition to this action.

SHIPPING: The Exhibitor agrees to ship, at its own risk and expense, all articles to be exhibited and agrees to conform to the rules for shipping contained in the ESM.

HOUSING: All exhibiting companies are required to book housing for their registered representatives through Ambassadors, the RIMS-designated housing bureau. Any exhibitor who does not follow this procedure will be subject to a loss of one seniority point.

OUTSIDE ACTIVITIES: No exhibitor or any affiliate thereof shall conduct any meeting or event during show hours that would encourage attendees away from the Exhibition or Conference sessions/activities. **Hospitality suites and events shall not be open between the hours of 5:00 pm and 8:00 pm on Sunday; 8:00 am to 5:30 pm Monday; 8:30 am to 5:30 pm Tuesday – Wednesday; and, 8:30 am to 2:00 pm on Thursday.** Exhibitors who are found to be in violation of outside activities rules & regulations will be subject to the loss of one seniority point.

Meeting and Hospitality Rooms

Only exhibiting companies will be permitted to have meeting rooms or hospitality/business suites at any of the official RIMS key hotels or exhibit facilities. RIMS reserves the right to control activities associated with the Exhibition and Conference, including those sponsored by the exhibitor (or others) during the period of the meeting, whether inside or outside of the convention facilities. Exhibitors must inform RIMS of any hospitality suites, functions, classes, seminars, or exhibits

being held at venues other than the exhibit floor, and must receive express written consent from RIMS for said activities prior to the show. Offsite room hours shall not conflict with posted RIMS exhibit and conference hours. With the exception of business or internal staff meetings, no exhibitor is permitted to schedule or be affiliated with any meetings, functions, classes, seminars, exhibits, or hospitality events that compete with official RIMS conference and show hours, or official RIMS events. Exhibitors who are found to be in violation of outside activities rules & regulations will be subject to the loss of one seniority point.

PROHIBITION: The sale of tangible personal property or services subject to City of San Diego and/or State of California Sales Tax is prohibited in any RIMS conference areas and hotels.

RIMS strictly prohibits solicitation of business in any public areas occupied by 2008 RIMS Annual Conference & Exhibition, including public areas in RIMS conference hotels. Such solicitations are limited to badged individuals within registered booths in the exhibit hall, only.

PHOTOGRAPHY: Photographs and videos may not be taken of any booth or product other than your own, except by the press or the official photographer designated by RIMS.

INTERPRETATION: These rules and regulations, and those contained in the ESM, become part of the agreement between the Exhibitor and RIMS and contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. This Agreement shall be governed by and construed under the laws of the State of New York. The venue of any action arising out of this Agreement shall be in the State of New York, County of New York.

ESM = Exhibitor Services Manual • The SDCC = The San Diego Convention Center – San Diego, CA