

EXHIBITOR RULES AND REGULATIONS

2010 CAEYC Annual Conference & Expo

April 8 – 10 • Long Beach, CA



950 Glenn Drive, Suite 150
Folsom, CA 95630
(916) 486-7750
www.caeyc.org

These Rules and Regulations are set by CAEYC for all organizations and their personnel exhibiting at the 2010 Annual Conference & Expo (also referred to as "Conference" and "Trade Show").

Exhibit Schedule

(All times subject to change.)

Thursday, April 8, 2010

Exhibitor Registration and Set Up: 8:00am – 5:00pm

Friday, April 9, 2010

Exhibitor Registration: 8:00am – 10:00am

Exhibit Hall Open: 10:00am – 6:00pm

Saturday, April 10, 2010

Exhibit Hall Open: 8:00am – 4:00pm

Exhibitor Move-out: 4:00pm – 8:00pm

Booth Space and Fees

CAEYC has enhanced the value of your exhibitor package! Booth space rental includes an 8-foot draped backdrop, 3-foot side rails, booth identification sign (7" x 44" with company name and booth number), carpet in the show color (does not include padding), and cartload service up to 300 pounds! Please note that furnishings are not included, but may be ordered for an additional fee which will be reviewed in the GES Exhibitor Service Kit. Booth number(s) will be included in the Conference Program and on booth signs. Only one company name will be in the Conference Program and on the booth sign.

Inline Booth: \$635 (early bird rate); \$735 (advanced rate)

Corner Booth: \$735 (early bird rate); \$835 (advanced rate)

\$100 surcharge after Mar. 15, 2010—per booth

Additional Exhibit Hall Only Badge: \$20 per person per day

Hyperlink for Web Site Listing: \$75 each

Contract for Space

The Application and Contract must be completed in its entirety and accompanied by the appropriate payment for the number of booths requested. No applications will be processed or space assigned without contract and payment. The signed Application and Contract and subsequent notice of assignment constitute a contract between the California Association for the Education of Young Children (hereinafter referred to as CAEYC) and the exhibitor. Any point not specifically covered in these regulations is subject to the decision of CAEYC, whose decision shall be final.

Payment Terms

Exhibitors will not be able to set up until the exhibit fees and any other delinquent payments to CAEYC are paid in full.

New Exhibitors: Full payment of the booth fee must be received with contract.

Returning Exhibitors: 50 percent deposit must be received with contract. Balance must be paid by December 15, 2009.

Refund and Cancellation Policy

Notice of cancellations must be made in writing (no exceptions) to CAEYC. Cancellations received on or prior to December 15, 2009 will result in CAEYC retaining 50 percent of the full rental cost of the booth space. No refunds for cancellations will be granted after December 15, 2009. CAEYC shall not be liable for any interest on the amount refunded.

Floor Plan

All measurements shown on the floor plan have been made as accurately as possible. However, CAEYC reserves the right to make such modifications as may be needed, making equitable adjustments with the affected exhibitors.

Assignment of Space

Booth space will be assigned at the discretion of CAEYC with due regard to history of participation. 2008 and 2009 Exhibitors will be given first priority. First-priority reservations must be made by July 31, 2009 with a signed contract and must include 50 percent deposit. Assignments will be made according to postmark date. Payments must be made before assignment of space.

CAEYC will attempt to assign requested spaces. However, exhibitors must be aware that other requests may have been made for the same booth space. The decision of CAEYC, with respect to booth space, will be final and binding upon all exhibitors.

CAEYC prohibits and enforces that exhibitors may not assign or sublet any part of their allotted exhibit space to another business or firm without the advance, written permission of CAEYC. Contracts for exhibit space are between CAEYC and each individual exhibitor, not between exhibiting companies. Therefore, the subletting of space is grounds for CAEYC's termination of any contract that exists.

Use of Space

Displays must be contained within the assigned booth spaces in such a way that they do not interfere with other exhibitors' displays. Canvassing, distributing advertising matter, or the posting of any advertising in any public space outside of the exhibitor's rented space is not permitted and is grounds for removal from the Exhibit Hall. Companies violating this rule may be excluded from future CAEYC exhibitions. All exhibits must conform to the display guidelines set out in this notice. CAEYC reserves the right to restrict any exhibit that might be considered undesirable or does not conform to these Terms and Conditions. CAEYC also reserves the right to make any modifications to displays, at the exhibitor's expense, so that the exhibit conforms to the Terms and Conditions.

Booth Personnel

Each exhibiting company is entitled to four (4) complimentary exhibitor badges per 10' x 10' exhibit booth space. Each exhibitor representative will be allowed entrance to the Exhibit Hall and participation in the Trade Show only (no entrance to meeting sessions or other Conference-associated events). Badges must be worn at all times for admission to the Trade Show and are nontransferable. Displays must be staffed during all CAEYC Trade Show open hours. Exhibitors assume all responsibility for their booth personnel and for all persons admitted to the Trade Show using their exhibitor badges.

Non-exhibitor personnel will not be permitted to enter the Exhibit Hall during Trade Show hours. Please note that the cost for exhibitor registrants to attend the Conference is additional. All exhibitor personnel must be registered before badges can be issued. Representatives registering onsite will be required to complete an onsite registration form and submit proof of company affiliation. Exhibitors must designate one individual who is the key contact for their display. This individual will be the primary contact between said exhibitor and CAEYC.

Liability and Insurance

By February 1, 2010 all exhibitors must supply a certificate of insurance covering workers' compensation and general comprehensive liability in the amount of \$1,000,000, naming CAEYC as a certificate holder. Non-compliance with supplying the certificate of insurance may be grounds for denial of entrance to the exhibit floor.

The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage, including that by fire and theft, to exhibitor's displays, equipment and other property

brought onto the premises of the Long Beach Convention Center and shall indemnify, defend and hold harmless the Long Beach Convention Center, GES, Association Resource Center and CAEYC and their agents, servants, employees, officers, directors, staff and members. Each participant, by signing the Application and Contract, expressly understands that they release CAEYC from, and agree to indemnify it against, any and all claims for such loss, injury or damage. If CAEYC shall be held liable for any event that might result from a particular exhibitor's action or failure to act, such exhibitor shall reimburse and hold harmless CAEYC against any liability resulting therefrom. Exhibitors must adequately insure their materials, goods, wares and exhibits against loss or injury of any kind and must do so at their own expense; CAEYC, GES and the Long Beach Convention Center are not responsible for any loss (however caused) to any property of any exhibitor. Exhibitors are solely responsible for their own actions during the Trade Show. CAEYC will provide security service during the official hours of installation, overnight and dismantle. The furnishing of such service is in no case to be interpreted by exhibitors as guaranteeing them against loss or theft of any kind.

Amendments

The exhibitor agrees that CAEYC shall have the right to make such changes in the floor plan arrangement of booths for said exhibition as it shall deem necessary. All determinations by CAEYC regarding the enforcement of rules and regulations under this contract shall be final and binding on the exhibitor.

Any and all points not covered specifically are subject to the decision of CAEYC. CAEYC may, in its sole discretion, make reasonable changes, amendments, or additions to the rules and regulations. Any such changes shall be equally binding on the exhibitor along with the other rules and regulations contained herein.

Installation and Removal of Displays

Long Beach Convention Center requires entrance and exit only through loading dock areas when loading and unloading items. Carts, cases or boxes are not allowed through public entrance doors. All displays must be erected and ready for viewing by 5:00pm on April 8, 2010. CAEYC (or its designees) will begin its pre-opening inspection at this time. CAEYC reserves the right to reassign any unoccupied space at this time, irrespective of any contracts made or payments received.

Goods and materials used in any display (except bona fide samples) may not be removed from the Exhibit Hall until after 2:00pm on April 10, 2010, unless approved in writing and in advance of the show's opening date by CAEYC. The deadline for removal of all materials from the Exhibit Hall will be enforced. It is the sole responsibility of each

exhibitor to have materials packed, identified, and cleared for shipment by the move-out deadline.

The official closing time of the exposition is 4:00pm on April 10, 2010. The Exhibit Hall must be clear of all attendees before dismantling can begin. The return of empty crates/packing materials will begin after all attendees have left the hall, approximately 15 to 30 minutes after the close of the show. Early dismantling is strictly prohibited. Dismantling must be complete by 8:00pm on April 10, 2010.

Height and Construction Restrictions

- For all booth types, exhibit booth is considered to be contained in the space stated in the individual schematics set out within the service kit to be provided by GES, to the maximum heights stated. In no case is the Exhibit Hall ceiling, whether directly above the booth or not, considered to be part of the booth. No ceiling projection will be allowed.
- In no instance will the exhibitor be permitted to install any item or structure (signs, booth structure, product, etc.) above the height of back wall unless approved by CAEYC in advance and in writing.
- No balloons or other helium-inflated items can be used in the Exhibit Hall.
- All materials within the exhibit booth area (including, but not limited to actual display unit, decorative items, furnishings, fabrics, floorings, etc.) must meet and comply with all national, local, and facility fire, electrical, plumbing, safety, and hazardous material codes. Proper written certification must be available for viewing at CAEYC's request.
- Any item or items that do not comply are subject to immediate correction/removal at CAEYC's discretion at the exhibitor's expense.
- CAEYC reserves the right, with no liability whatsoever for damage, spoilage, or loss, to dismantle, dispose of, store, or clear from the premises any display material, goods, property, or merchandise of an exhibitor who has failed to comply with the aforementioned removal requirements, and to order such work to be done at the sole expense of the exhibitor.

Official Service Contractor

The service kit sent from our official service contractor, GES, to each contracted exhibitor includes information about furniture, labor, cleaning, drayage, shipping, electrical, union jurisdictions and other services. It is expressly understood that the official service contractor is not the agent or the employee of CAEYC and that the Conference shall have no liability to the exhibitor or any other person for the acts or omissions of GES.

Outside Service Contractors

Exhibitors who plan to use an outside contractor must adhere to and accept full responsibility for the following regulations as described

in the GES Exhibitor Service Kit. Exhibitor shall notify CAEYC in writing by February 15, 2010 with the name, address and telephone/fax numbers of outside service contractor. Outside service contractor must provide the names of individuals working on the exhibit to CAEYC in writing by February 15, 2010 and furnish an insurance certificate to CAEYC in the amount of \$1,000,000 US by February 15, 2010 (liability is to include property damage including full coverage for installation and dismantling). Any exhibitors signing up after February 15, 2010 must include all of the aforementioned paperwork with the exhibitor application. Service company must check in with GES service desk upon arrival at the Exhibit Hall. Outside service companies may not solicit business at any time while on the Exhibit Hall floor. Service companies must follow all move-in and move-out rules in a timely and professional manner and must perform work within the CAEYC deadlines. Service companies must indemnify and hold harmless CAEYC, the Association Resource Center, GES and the Long Beach Convention Center.

Union Jurisdiction

Decorator Union: Members of this union claim jurisdiction over all set up and dismantling of exhibits including signs and laying carpet. This does not apply to the unpacking and placement of merchandise. Exhibitors may set up their exhibit display if one person can accomplish the task in less than one-half (1/2) hour without the use of tools. If the exhibit preparation, installation or dismantling requires more than one-half (1/2) hour, exhibitors must use personnel supplied by the Official Decorating Contractor (GES). However, please note that when union labor is required, exhibitors may provide company personnel to work along with union installers in Southern California on a one-to-one basis.

Teamster Union: Members of this Local claim jurisdiction on the operation of all materials handling equipment, all unloading and reloading, and handling of empty containers. An exhibitor may move material that is hand carried by one person in one trip, without the use of dollies, hand trucks or other mechanical equipment.

Storage of Boxes and Crates

Exhibitors will not be permitted to store boxes or packing crates in or behind booths. Boxes and crates must be removed from the exhibit floor one hour prior to the exhibition opening, and will be placed in storage provided they are properly labeled for storage. Those not so labeled will be removed and destroyed as refuse.

Care of Exhibit Space

The exhibitor must, at their own expense, vacuum, maintain, and keep the exhibit in good order along with the space that has been contracted for the duration of the show. Booths located on the end of aisles,

particularly those using elliptical telescoping backdrops, are required to dress the outside edge such that there appears to be a flush, finished appearance where one space abuts another. In the event that the outside end of a display is unfinished, the decorating company will erect a 3' x 8' drape at the expense of the exhibitor. If during the two hours prior to the opening of any scheduled exhibit hours, CAEYC determines that a booth needs vacuuming, this service will be contracted by CAEYC at the exhibitor's expense. CAEYC further reserves the right, at its discretion and at the exhibitor's expense, to require that visual improvements be made to conform to CAEYC Exhibit Hall standards.

Labor/Safety/Fire

Exhibitors will comply with all applicable statutes, ordinances, rules, and requirements relating to health, fire, safety, and use of the premises. Combustible materials or explosives are not permitted in or around the exhibit areas. Display and packing material must be flame-retardant, with certificate on hand. Booth decorations must be flameproof and all hangings must clear the floor. Electrical wiring must conform with all federal, state, and municipal government requirements and with National Electrical Code safety rules. If inspection indicates that an exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, the right is reserved to cancel, at exhibitor's expense, all or such part of the exhibit as may be irregular.

Children Under Age 16

To maintain a professional atmosphere throughout the Trade Show and to ensure the safety of CAEYC members and their families, CAEYC does not allow children under age 16 in the Exhibit Hall at any time including installation and dismantling hours.

Operating Restrictions

CAEYC reserves the right to restrict displays, which, because of noise, methods of operation, materials, or for any reason, become objectionable, and to prohibit or remove any displays that, in the opinion of CAEYC, detract from the general character, theme, purpose, or appearance of the Trade Show. Unusual or distracting signs or illumination are subject to immediate removal by CAEYC at the sole expense of the exhibitor. Any firm or organization NOT officially assigned space will NOT be permitted to engage in any activities within the Exhibit Hall. The following activities are forbidden within any part of the exhibit facility unless approved by CAEYC in writing and in advance of the show's opening date:

- Serving or distribution of alcoholic beverages by exhibitors or their representatives within any part of the Exhibit Hall.
- No exhibitor or other organization is permitted to sponsor a food or beverage event (other than those arranged or sanctioned by CAEYC) within the exhibit area, at the meeting hotels, or any facility used for the meeting, during meeting hours.

- The distribution of food/beverages, even if said food or beverage is the actual product produced by the exhibitor, within the exhibit area must be approved in advance and in writing by CAEYC and must comply with all federal, local, facility, and exclusive contractor laws, codes and rules.

- The use of live models, performers, and similar persons within the exhibit areas for product/service demonstrations, explanations, etc., must be approved in advance and in writing by CAEYC and must comply with the following guidelines:

- All representatives occupying a booth shall dress in a manner appropriate (business casual) for the overall goals and objectives of the Trade Show.

- The activities/dress of these individuals shall in no way detract from or interrupt the activities of other exhibitors.

Sale of Products

Sales of products are permitted in the Exhibit Hall within an exhibitor's designated booth space. Obtaining the appropriate licenses/permits as required by law, collecting and remitting sales tax, and any other legal requirements associated with product sales are the sole responsibility of the exhibitor. A copy of the California Sales Permit must be provided to CAEYC by February 1, 2010. For more information on the permit, contact California State Board of Equalization at (800) 400-7115 or www.boe.ca.gov.

Sound

Ensure that the noise level from any demonstrations or sound systems is kept to a minimum and does not interfere with others. CAEYC reserves the right to determine at what point sound constitutes interference with others and must be discontinued.

Music

The exhibitor agrees to pay all royalties, license fees, or other charges accruing or becoming due to any firm, person, or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged, or produced by the exhibitor, its agents, or employees within the premises covered by the License agreement, including but not limited to, royalties or licensing fees due to BMI or ASCAP. Exhibitor agrees to hold harmless CAEYC, its agents and employees against any and all such claims and charges and to defend, at its own expense, any and all such claims and charges. Exhibitors shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.

Hospitality and Meetings

Companies interested in reserving a hospitality suite must contact CAEYC in advance at tonyap@caeyc.org or (916) 486-7750, ext. 1913. Exhibitors are not permitted to display equipment or products or to conduct product demonstrations in suites or sleeping rooms during the Trade Show or during the Conference. All company meeting arrangements must be approved by CAEYC. NOTE: Neither hospitality nor meeting functions are permitted during official CAEYC meeting hours. Hospitality suites will only be permitted for sponsors and/or exhibitors in good financial standing with CAEYC.

Giveaways/Prize Drawings

Samples, catalogues, pamphlets, souvenirs, etc. may be distributed by exhibitors and booth personnel within their booth.

Smoke-Free Conference

Smoking is prohibited at CAEYC events.

Photographs

The taking of photographs, other than those taken by official CAEYC photographers, is expressly prohibited during setup and dismantling. Cameras will not be allowed on the exhibit floor during these times. Exhibitor agrees that a signed contract constitutes permission to have their booth photographed by an official CAEYC photographer. CAEYC and/or the Long Beach Convention Center assume no liability for any photographs that are taken in the Exhibit Hall at any time.

Food Service

CAEYC's agreement with the Long Beach Convention Center prohibits any food or beverage from outside sources being brought into the exhibit booths unless contracted with the Long Beach Convention Center's catering department. Any exhibitor that brings in unauthorized food and/or beverages will be asked to cease serving or risk confiscation of any such items. Additionally, such violation may result in action by CAEYC to remove the entire display and booth representatives from the Conference floor altogether at the violator's expense. The exhibitor understands and accepts these terms as contracted obligations with the Long Beach Convention Center and CAEYC.