

The rules and regulations contained herein are intended by Michigan APCO and Michigan NENA (Michigan APCO/NENA) Chapters to serve the best interests of the Michigan Public Safety Telecommunications (MPST) 911 State Conference, the conference meeting, the registrants and exhibitors, and to give notice to applicants and exhibitors of governing rules and regulations. The rules and regulations bind all applicants and exhibitors. Violation will result in loss of Priority Placement, eligibility to participate in future MPST 911 State Conferences and/or other Michigan APCO and Michigan NENA exhibiting opportunities and, depending on the infraction, a fee imposed by the MPST 911 State Conference.

#### **AUTHORIZED PERSONNEL**

Admission to the Exhibition will be available only to registrants. Person's not assigned exhibit space will not be authorized to solicit business in any manner in connection with the Exhibition. All Exhibitor personnel staffing exhibit booths will be required to register at the registration desk and prominently display the exhibitor badge. Badges are not transferable and badges worn other than by the personnel issued to are subject to confiscation without return or refund. Only authorized personnel wearing exhibitor badges will be allowed into the exhibit area. Additional exhibitor full-conference and/or booth staff registrations are available.

#### **BOOTH SPACE CONSTRUCTION**

Each booth is comprised of one table with skirt, two chairs, power and internet access provided the Radisson Plaza.

#### **BOOTH SPACE ASSIGNMENT**

Booth Space will be assigned by conference staff with paid sponsors getting priority. Your company name and booth number will be provided to you by conference staff at time of check in.

#### **BOOTH STAFFING**

Exhibitors should staff their booth space during exhibitor hours. A Vendor Reception will be held on Monday, October 25, 2021 from 4pm to 7pm. The Vendor Show will run on Tuesday, October 26, 2021 from 10:15am to 12:30 pm. Booths may not be dismantled until the completion of the Vendor Show on Tuesday, October 26, 2021 at 12:30pm.

#### **CONFINE EXHIBIT TO BOOTHSAPCE: ASSIGNMENT OR SHARING OF BOOTHSAPCE**

Exhibitor's exhibit and any materials or activities in connection therewith, must be confined to the Exhibitor's own booth. Further, Exhibitor agrees not to assign, sublet, or share, the booth, in whole or in part, without the prior

written consent of the conference chair. In the event that approval is given to share assigned booth space, Exhibitor agrees to pay an additional 50% of the total cost of the booth.

#### **BOOTH SETUP AND DISMANTLE**

Exhibitors will be allowed to assemble their exhibit on Monday, October 25, 2021 from 10am to 3pm. Exhibits must be set up at least 30 minutes prior to the Vendor Reception and/or Vendor Show. Unclaimed space is subject to reassignment without refund of any amounts paid to the MPST 911 State Conference by Exhibitor. We reserve the right to make changes in the installation hours. We shall attempt to notify Exhibitor of any changes as far in advance as reasonably possible.

Booths are to be dismantled October 26, 2021 between 12:30 pm and 2pm. If booths are not removed and the facility or conference staff has to remove the booth a \$400.00 fee will be charged to the exhibitor.

#### **BOOTH CHANGES**

For mergers, reduction in booth space, for increase of booth space, and for relocation of booth: A reduction of exhibit space will be considered a cancellation and will be governed by the same policies as cancellations. Reduction of space may result in relocation.

#### **EXHIBIT FEES**

All booth prices are listed online  
See websites: [michigannena.org](http://michigannena.org) or [www.miapco.org](http://www.miapco.org)

#### **EXHIBITS SUBJECT TO APPROVAL**

The Conference Exhibitor Committee may review, exclude, modify or remove any exhibits, Exhibitor personnel (e.g. employees, agents, invitees, etc.) or Exhibitor materials or activities (e.g. costumes, décor. music, paraphernalia, fliers, method of operation, conduct, etc.) that, in its sole discretion, is unsuitable, dangerous, or objectionable for the Exhibition. In the event of such exclusion, modification, or removal, Exhibitor agrees to pay or reimburse the conference for any expenses incurred by the conference committee or its agents in connection therewith at the then prevailing rates. Further refunding of any fees paid by Exhibitor, or be responsible for Exhibitor's expenses or any liability resulting therefore.

#### **CONTRACT SUBMISSIONS**

Contracts must be submitted and all booth payments must be paid in full prior to Friday, October 1, 2021 or your contract may be cancelled without refund of collected Exhibitor fees.

**CANCELLATION OR REDUCTION OF EXHIBIT SPACE**

Exhibitor shall have the right to cancel the Exhibitor Agreement at any time by written notice to the MPST 911 State Conference Chairs. In the event of such cancellation, the below refund schedule will be strictly followed.

- Full refund of the amount paid if such cancellation is received on or before Monday, September 20, 2021 minus administrative fees incurred by the registration process.
- After September 20<sup>th</sup>, there will be no refund due to the costs for processing and printing.

Further, in the event of any action by the MPST 911 State Conference to collect any amount not paid when due, Exhibitor agrees to pay or reimburse the costs of collection (including, without limitation, third party collection agency expenses, attorney fees and court costs). Under all circumstances, the MPST 911 State Conference retains the right to resell any booth space cancelled by Exhibitor, or not paid when due. Payments made to the MPST 911 State Conference are non-transferable, and cannot be used for payment towards other the MPST 911 State Conference products, services, or future exhibitions.

The MPST 911 State Conference may cancel the Exhibition for any or no reason whatsoever. In such event, the MPST 911 State Conference shall attempt to notify Exhibitor as much in advance as reasonably possible, and the MPST 911 State Conference shall refund Exhibitor amounts paid to the MPST 911 State Conference by Exhibitor.

Should the Exhibition be cancelled due to the Exhibitor violating these Exhibitor Rules and Regulations, the Exhibitor will forfeit all monies paid to the MPST 911 State Conference.

**FIRE PROTECTION**

No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper may be used at any time. All packing containers, excelsior, and wrapping paper, which must be flameproof, are to be removed from the floor and must be stored under the table and behind displays. All muslin, velvet, silk or any other cloth decoration must stand a flameproof test as prescribed by the applicable fire and safety ordinances. All materials and fluids, which are inflammable, are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc., are not permitted. If inspection indicates that Exhibitor has neglected to comply with the foregoing requirements, or otherwise incurs a fire hazard, the MPST 911 State Conference reserves the right to exclude or remove the

entire exhibit, or any non-complying parts thereof, without liability to conference organizers or refund to Exhibitor.

**LAWS, RULES, AND REGULATIONS**

Exhibitor agrees to be bound by all, and shall ensure its personnel do not violate any, applicable local, State, federal, or foreign laws, rules and regulations (e.g., fire, utility, and building codes, the Americans with Disabilities Act, Title 17 – Copyrights, etc.) As well as any laws, rules and regulations applicable to or required, major sponsors, co-sponsors or Promoters of the Exhibition, the Exhibition Facility, Exhibition suppliers, and insurance carrier(s)

**OTHER EXHIBITS, HOSPITALITY SUITES & PRIVATE PARTIES**

Exhibitor shall not use any other part of the Exhibition Facility (e.g., public areas, hospitality suites, or private rooms) for exhibit or entertainment purposes throughout the duration of the Exhibition.

**PHOTOGRAPHY/RECORDING**

Photography of the exhibit hall or contents of any exhibitor booth is strictly prohibited at all times. Photography inside any exhibit space is limited only to the company that owns the exhibit space or to a photographer appointed and approved by the MPST 911 State Conference and then only with exhibit owner's express permission. Violation of this photography policy will be subject to a penalty to be decided upon by Show Management including, but not limited to, confiscation of film or camera.

**SECURITY AND INSURANCE; NO LIABILITY FOR SIMPLE NEGLIGENCE**

The Radisson Plaza will provide limited security to the Exhibition area. However, they shall not be responsible for the safety of, or liable for damage or loss to, Exhibitor's property or personnel, including theft, fire, accident or any other cause, whether the result of negligence or otherwise, unless caused by the gross negligence of the Radisson Plaza or the MPST 911 State Conference. Exhibitor is required to maintain, and upon request will provide evidence of, adequate insurance to cover Exhibitor's acts, omissions, property and personnel, including liability arising from bodily injury or property damage.

**SOUND SYSTEMS**

Subject to any applicable rights, obligations, or restrictions hereunder, the use of sound systems is permissible, provided they are not audible in neighboring booths, nor

more than 3 feet into the aisle, and that the sound is directed only into the Exhibitor's booth or vertically. Permission is required by the co-chair of exhibits.

**DAMAGE TO PROPERTY**

Exhibitor is liable for any damage caused by exhibitor, exhibitor's agents, employees or representatives to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment.

**DISCLAIMERS**

Except as expressly provided in these General Rules and Regulations for Exhibitors, the MPST 911 State Conference makes no representations or warranties of any kind with respect to the Exhibition, and disclaims all warranties including any implied warranties of merchantability, fitness for particular purpose, accuracy, non-infringement, and non-interference. The Exhibition and booth are provided "as is" and on an "as available" basis.

**LIMITATION OF MICHIGAN APCO/NENA LIABILITY**

The MPST 911 State Conference, Michigan APCO and/or NENA shall not be liable to exhibitor or to any third party for any indirect, incidental, consequential, special or punitive damages of any kind or nature. Michigan APCO/NENA shall further have no liability to exhibitor for lost profits, loss of material, or frustration of business expectations, whether arising out of breach of contract, breach of warranty, negligence, or otherwise (even if Michigan APCO/NENA has been advised of the possibility of such loss or damage). Michigan APCO/NENA maximum liability hereunder for any claims whatsoever is expressly limited to the amount actually paid to The MPST 911 State Conference by exhibitor. No claim may be brought by exhibitor more than six (6) months after the accrual of the claim. Michigan APCO/NENA is not responsible for any exhibitor who chooses to use vendors other than those contracted with Michigan APCO/NENA

**WAIVER OF RIGHTS**

Any rights of The MPST 911 State Conference, Michigan APCO/NENA under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of APCO.

**INDEMNIFICATION BY EXHIBITOR**

Exhibitor hereby agrees to indemnify, defend, and hold harmless Michigan APCO/NENA, its affiliates, the Exhibition Facility, Exhibition suppliers, the city, and state, and their respective officers, directors, employees, representatives, and agents, from and against any and all

liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to attorney's fees) arising directly or indirectly out of or in connection with any intentional or negligent act or omission by Exhibitor or any of its employees or agents, breach of Exhibitor's representations, warranties, obligations or covenants set forth in the Exhibitor Agreement, and/or Exhibitor's occupancy and use of the Exhibition premises, including without limitation, the assigned booth, public areas, or any part thereof.

**CHANGES & FORCE MAJEURE**

The Exhibition date and hours are as indicated in the Exhibitor Prospectus. The MPST 911 State Conference reserves the right to change the Exhibition date or hours for any or no reason whatsoever. In such event, Michigan APCO/NENA shall attempt to notify Exhibitor as much in advance as reasonably possible. Michigan APCO/NENA shall not be liable hereunder and shall be excused for performance for any failure or delay in the performance of its obligations on account of acts of God (e.g., earthquake, fire, flood, tornado, etc.), acts of government (e.g., war, embargo, etc.), acts of man (e.g., terrorism, strike, etc.) or any other acts or omissions beyond the reasonable control of the MPST 911 State Conference.

**AGREEMENT OF RULES**

Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitors Manual, and by any amendments and additional rules that may be put into effect by the MPST 911 State Conference. All matters not covered by these regulations are subject to the decision of Show Management. All decisions so made shall be binding on all parties. Exhibitor, and/or their representatives, failing to comply with the Official 2021 Exhibitor Rules and Regulations may incur penalties including, but not limited to, removal from the show floor or loss of priority points gained for participating in the current year's event.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_