

2018 RIMS Canada Conference - RULES & REGULATIONS CONTRACT

GENERAL RULES

Any company exhibiting at the 2018 RIMS Canada Conference must demonstrate 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) Canada Council. **RIMS Canada Council (RCC) reserves the right to refuse rental of display space to any company for any reason if, in RCC sole 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. RCC may change, add or delete regulations as it deems necessary, without notice, to ensure the success of the conference. All such changes shall be binding on the exhibitor. The ruling of RCC 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,
- Any Food and beverage including alcohol distribution in the booth must have prior approval from RCC and the Mile One Centre catering department.

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. Promotional items and traffic building events/incentives may not be imprinted with or designed to promote any other company's name other than the exhibiting company and their legal subsidiaries. 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 RCC. Samples of handout materials, other than literature, must be screened and approved in advance by RCC show management.

RCC may, at any time, withhold or withdraw permission to distribute any material it considers objectionable or not allowed by the MOC 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 **MOC** by them, their employees or agents. No part of any exhibit, including 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 **MOC**. Stickers, helium balloons, drones and gas tanks are prohibited.

RCC shall have sole control over show admission policies at all times. BADGE, COUNTERFEITING & THEFT

You will need government issued photo identification to pick-up your conference badge. Only person registered for this conference and wearing the proper badge will be admitted to education sessions, RCC meal functions, and receptions. For security and safety, badge must be worn at all times. Anyone found to be counterfeiting, copying or sharing conference name badges, or using a guest badge when s/he is not eligible for a guest badge, may be subject to sanctions up to and including removal from the conference and revocation of RIMS membership. If you witness this unethical practice during the conference, please immediately report the offense to show management.

LIMITATIONS OF LIABILITY: RCC 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. RCC will provide reasonable security protection when exhibits are closed, but the safekeeping of the exhibitor's property shall remain the responsibility of the exhibitor. **Neither RCC nor the MOC assume any liability for damage or loss to the property of the Exhibitor, its agents, representatives, employees, invitees or guests at any time.**

HOLD HARMLESS AGREEMENT

Exhibitor agrees to defend, indemnify and hold harmless RCC and the **MOC** 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 May 1, 2018, are required to submit payment at time of space assignment. If full payment is not received when due, booth space will be released and will be subject to the fees associated with the deadlines below. All fines associated with violations/noncompliance 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. Downsizing may result in a relocation depending upon the location and booth orientation in order to maximize available space. Written notice of cancellation/downsizing of booth space is subject to the applicable fee *per* 10'x10' booth space as noted below.

The following refund schedule will be strictly followed. When written notification is received:

- **February 1 – March 31, 2018 - \$500 fee;**

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- April 1 – May 31, 2018 - \$1,000 fee.
- On or after June 1, 2018 – NO REFUND regardless of the reason for cancelling/ downsizing, including the failure of an exhibit to arrive on site. Exhibitor is responsible for full payment amount even if payment has not been received yet.

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. RCC 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 requested relocations will be assigned in accordance with your company's position on the RCC 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 on a first-come, first-served basis.

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 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 (up to three) are \$150 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.

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 (up to three) are \$150 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 RCC.

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, 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 (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 RCC cancel or curtail the Exhibition due to the unavailability, in whole or in part, of the convention facility to RCC for the Exhibition, RCC 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 RCC 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.

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

FIRE REGULATIONS: Booth decorations and construction must conform to the regulations of the St. John's 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 may be subject to a loss of seniority points. Exhibitors shall not photograph, video tape, or stream video of 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 and Activities: 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. Any sound which

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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 shall be deemed in violation of RCC Rules & Regulations. Exhibitors receiving requests from Show Management to reduce the volume or noise level must comply immediately with 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.

No animals will be allowed inside the Exhibition with the exception of service animals accompanying individuals with disabilities.

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 and electronic advertisements along the roads immediately surrounding the perimeter of the Mile One Centre and area hotels are prohibited during conference hours, regardless of permits. Branding at the Mile One Centre and surrounding area must be reserved through RIMS and require RCC approval.

RCC 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 – 2018 RIMS Canada 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 Canada Conference," with the RCC logo. Prominently visible means that the RCC tagline should be no less than ¼ the size of the company's name and logo.

Exhibitors who secure private meeting space outside of the exhibit hall are required to use the "Proud Supporter of RCC" tagline at the entrance of their meeting space and are limited to one sign.

Exhibitors may not advertise in or on the sidewalks, ramps, entries, doors, corridors, passageways, vestibules, hallways, lobbies, stairways, elevators, escalators, aisles, or driveways of the **MOC** or any conference hotel, unless arranged through RIMS and with RCC approval.

RCC 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 RCC opinion, objectionable or otherwise detract from the Exhibition. This reservation includes restriction of persons, things, conduct or printed material.

Exhibitors found to be in noncompliance with advertising guidelines will be subject to fines of \$1,000 CAD per incident.

NON-COMPLIANCE WITH RULES & REGULATIONS

A. Non-compliance with RCC Exhibit Guidelines (as stated in the online RIMS Exhibitor Services Manual and RIMS Guidelines for Display Rules & Regulations) will result in a warning which will require that the non-compliance be rectified within a specified time period and before 12:30 pm, Sunday September 24, 2018. 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. Violations of the 2018 RIMS Canada Rules and Regulations and/or RCC Display Rules and Regulations may result in the reduction of seniority points for future space selection. 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. 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 RCC events and publications, and/or other such remedies that RCC determines are necessary and proper to retain the integrity of the Exhibition. Upon due notice of such violation, RCC 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 2018 *RIMS Canada 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 in non-compliance and be subject to a \$500 fine and loss of one seniority point for future Exhibitions and may be refused the right to exhibit at future RIMS events.

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

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

HANGING SIGN POLICY: Hanging signs positioned within an exhibitor's assigned space (**only for 20'x20' exhibitors and above**) will be permitted to a **height of 20 feet**. Please note that the top of the sign may now be to a maximum height of 20 feet from the exhibit floor. However, booth structure height will remain at **16 feet**.

SHIPPING: The Exhibitor shall 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 exhibitors that are not local to the St. John's area **MUST** utilize Connections Housing, the official RCC housing company for all hotel reservations. **Any exhibitor who does not follow this procedure will be subject to fines of up to \$1,000 CAD per incident.**

AFFILIATE EVENTS (HOSPITALITY, KEY HOTEL & CONVENTION CENTER SPACES): **No exhibitor or any affiliate thereof may conduct any meeting or event in the host city during show hours that encourages attendees to leave the 2018 RIMS Canada Conference. The offering of ANY educational programming that competes with RCC is strictly prohibited. Violators will have their functions closed.**

Only exhibiting companies will be permitted to have meeting rooms or hospitality/business suites at any of the official RIMS key hotels or convention center facilities. RIMS reserves the right to control activities associated with the Conference & Exhibition, including those sponsored by the exhibitor) during the period of the meeting, whether inside or outside of the convention facilities. Note that events in the Mile One Centre cannot begin before 12:30 am on Saturday, September 22, 2018. Exhibitors **must** inform RCC of any hospitality/business suites, functions, classes, seminars, or exhibits being held at venues other than the exhibit floor, and must receive express written consent from RCC for said activities prior to the show. Offsite room hours shall not conflict with posted RCC exhibit and conference hours. With the sole exception of business/internal meetings, no exhibitor is permitted to schedule or be affiliated with meetings, functions, classes, seminars, exhibits, or hospitality events that compete with the RIMS Annual Conference & Exhibition. **Exhibitors who are found to be in violation of outside activities that violate RIMS rules and regulations will be subject to fines of \$1,000 CAD per incident.**

Hospitality suites and events shall not be open between the hours of 12:30 pm and 9:30 pm on Sunday, September 23; 9:00 am to 5:00 pm on Monday, September 24; 8:30 am to 5:00 pm on Tuesday, September 25 and Wednesday, September 26. **Exhibitors found to be in violation of this provision will be subject to fines of \$1,000 CAD per incident.**

INSURANCE: Each exhibitor carries the responsibility of maintaining adequate insurance coverage against injury to persons, damage to or loss of property, and inability to meet its obligations outlined in this Prospectus. Upon request, an exhibitor shall provide to RIMS a certificate of insurance indicating:

- The Risk and Insurance Management Society, Inc. Canada Council (RCC), the Mile One Centre and FREEMAN must be named as Additional Insureds for all liability coverage and the Certificate of Insurance must state that fact in the Description/Special provisions section of the Certificate of Insurance.
- Commercial General Liability Insurance including Personal Injury Liability and Contractual Liability with limits of liability for bodily injury and property damage of not less than \$1,000,000 combined single limit.
- Workers' Compensation and Employee Liability Insurance, including All Other Provinces Endorsement. The limit of liability under the Employee Liability section of the Workers' Compensation Insurance policy shall not be less than what is required by the state(s) in which the exhibitor is licensed to do business.
- Business Automobile Liability Insurance should include limits of not less than \$1,000,000 for bodily injury and property damage resulting from any one occurrence.

Exhibitors will be solely responsible for any loss or damage to their tools, equipment, property or materials. It is therefore recommended that your company maintain its own insurance for these items and take appropriate action for your protection.

Certificates of Insurance must cover Saturday, September 22, 2018 through Wednesday, September 26, 2018.

PROHIBITION: The sale of tangible personal property or services subject to GST and is prohibited in any RIMS conference areas and hotels.

RCC strictly prohibits solicitation of business in any public areas occupied by 2018 RIMS Canada Conference, including public areas in RCC conference hotels. Solicitations are limited to badged individuals within registered booths in the exhibit hall, only.

OUTBOARDING: Exhibitor agrees that in consideration for RCC holding exhibit space for the 2018 RIMS Canada Conference and in recognition of and consideration for the significant investment RCC makes in attracting attendees to St. John's for the conference, exhibitor will be an official 2018 exhibitor and will refrain from displaying product or exhibiting at any non-RCC venue between the dates of September 23-26, 2018.

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

BADGE ETHICS, COUNTERFEITING & THEFT: All attendees (full conference & exhibitor personnel) will need government issued photo identification to pick-up a conference badge. Only persons registered for this conference and wearing the proper badge will be admitted to education sessions, RIMS meal functions, exhibit hall, and receptions. For security and safety, badges must be worn at all times.

Anyone found to be counterfeiting, copying or sharing conference name badges, or using a guest badge when s/he is not eligible for a guest badge, may be subject to sanctions up to and including removal from the conference and revocation of Chapter membership. If you witness this unethical practice during the conference, please immediately report the offense to show management.

INTERPRETATION: These rules and regulations, and those contained in the ESM, become part of the agreement between the Exhibitor and RCC 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 be related to the subject matter hereof in any way. This Agreement shall be governed by and construed under the laws of St. John's.

RCC reserves the right to address and resolve any matters not specifically covered in these rules and regulations.

ESM = Exhibitor Services Manual | **MOC = Mile One Centre**