



PCBC® 2020 RULES AND REGULATIONS

June 10-11, 2020

Read Entire Agreement & Show Rules & Regulations Very Carefully.

Introduction

The following rules and regulations (Rules and Regulations), the Exhibitor Service Kit, schedules, or any amendments to the same are integral to and incorporated by reference into the Exhibit Space Contract, (the "Contract").

All Exhibitors and their representatives in PCBC® 2020 are required to comply with the Rules and Regulations. The California Building Industry Association, ("CBIA" or "Show Management") produces PCBC® 2020 ("Show"). It is understood and agreed by each Exhibitor that PCBC® 2020 is undertaken primarily for educational purposes for the residential and light commercial building industry through intensive program activities and product display. As used hereinafter, the term CBIA and Show Management means, the California Building Industry Association and its respective officers, directors, staff, agents, affiliates, representatives, and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by Show Management in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. To this end, each Exhibitor agrees as follows:

1. Exhibitors may display only products comprising materials, equipment, apparatus, and systems and other component products or services relevant to the construction and building industry or as otherwise permitted, at Show Management's sole discretion. Qualified Exhibitors must either be the manufacturer or a licensed dealer, distributor or representative of the product or service displayed. Each contracted Exhibitor is entitled to one listing in official Show material. That listing will be either the Exhibitor of record or a legal D.B.A. (Doing Business As) submitted by the Exhibitor signing the Online Contract. No entity other than the contracted Exhibitor or a legal D.B.A. will be granted a listing in official Show material. The Exhibitor of record may not feature names or advertisements of non-exhibiting manufacturers, distributors or agents. Show Management will not be liable for any errors or omissions in the PCBC® 2020's Exhibitor's Directory, attendee lists, websites or in any promotional materials.
2. Notwithstanding anything to the contrary, Show Management reserves the absolute right to reject or disapprove any request and the right to exhibit or participate in the PCBC® 2020 Show at any time, for any reason Show management deems appropriate, including without limitations the promoting of any event publication, products or services that could compete or conflict directly or indirectly with CBIA, PCBC®, or their purpose, publications or events, regardless of whether Exhibitor signed this agreement or not.
3. Show Management reserves the right:
 - a. To refuse to permit an Exhibitor which, in its sole opinion, violates this Contract to participate in one or more future PCBC Exposition(s) by reason thereof.
 - b. To reject, remove or prohibit any exhibit in whole or in part, or any Exhibitor or its representatives if in the opinion of Show Management the exhibit or the activities of the Exhibitor or its representatives violates the Contract, the Rules or Regulations, Exhibitor Service Kit or are detrimental to the aims, goals and purposes of the Show. Show Management prohibits abusive conduct and inappropriate behavior toward Show Management, attendees, guests, exhibitors or any affiliated representative of the Show.
 - c. To close an exhibit booth or eject any Exhibitor or its representatives from the Show for violation of the Rules and Regulations or for any other stated reasons. In this event, the Exhibitor will have forfeited all exhibit space rental fees, registration fees or any other fees, and therefore not be entitled to any refunds, and will remain liable for any damages due to its actions. Whenever possible, the Exhibitor will be given notification and reasonable time to correct the problem.
4. Exhibit Booth Space ("exhibit" or "booth") assignments will be determined using a priority point system based upon square footage, consecutive years of history of exhibiting in prior PCBC® Shows, and timeliness of submitting space requests. Exhibitors will receive 10 points for each consecutive year of exhibiting since 1979 and 1 point for each 100 square feet of exhibit space purchased in the current Show. Should an Exhibitor fail to participate in any show year, the accrued points would be forfeited and, upon returning, the Exhibitor would begin accruing points as a new exhibitor. In the event of a tie, Exhibitors who participate in advertising and sponsorship opportunities, in addition to exhibit space, will be given first consideration, and then by date deposit was received. Priority points are neither property nor license, and cannot be transferred, sold or assigned. Due to the number of companies exhibiting similar or related product lines or services, Show Management cannot guarantee a company exhibiting similar products or a company's competitor will not be located in a nearby or adjoining exhibit space. However, reasonable efforts will be made to give all Exhibitors satisfactory exhibit space assignments.
5. PCBC® 2020 Show Management reserves the right to change the floor plan, without prior notice; if in its sole judgment and absolute discretion it deems it necessary to do so to provide a more satisfactory, attractive and successful conference and exposition.

ADA Compliance

The Exhibitor shall have the sole responsibility for ensuring that its exhibit space is in full compliance with the Americans with Disabilities Act and any regulations under that Act. The Exhibitor will ensure the accessibility of its exhibit space, and agrees to hold harmless, defend and indemnify CBIA and its directors, officers, employees, agents and representatives against any claims, damages, loss or exposure, including reasonable attorney's fees and costs, arising out of or related to any ADA violation or alleged ADA violation. The Convention Center is ADA compliant. In accordance with the ADA, the Convention Center is responsible for permanent premises access accommodations, such as, but not limited to; wheelchair lifts, elevator standards, door width standards and restroom accessibility. It is the exhibitor's responsibility to provide non-permanent accessibility requirements, such as, but not limited to; hearing-assisted or visually-assisted devices, and temporary seating accessibility and/or interpreters.

Assignment

The Exhibitor shall not sell, assign, transfer, nor convey the Contract or assign, sublet or permit its exhibit space, or any part thereof, to be used by another, or allow any use of the premises other than that specified in its accepted application. Any attempted sale, assignment, transfer, conveyance of the exhibit space, or any part thereof in violation of this provision will be void at the option of Show Management, entitling Show Management to terminate the Contract and making Exhibitor liable for all damages incurred by California Building Industry Association.

Binding on Successors and Assigns: The Contract and the Rules and Regulations will be binding upon and inure to the benefit of the respective successors, assigns, and personal representatives of the Parties.

Badges

Official PCBC® 2020 badges must be worn by Exhibitors and all booth personnel at all times on Show premises; admittance to the exhibit area will require a badge at all times. Personnel badges can be obtained by registering online via the PCBC® website. The online exhibitor personnel badge registration form may not be used for providing attendee access to the Show floor. The exhibitor online badge request is for booth personnel only! Any exhibitor using this online system for any other purpose or both the exhibitor and attendee's badges will be revoked. **Exhibitors will be allotted four (5) booth personnel exhibitor badges for every 100 sq. ft. of purchased booth space.**

Booth Activity

Public address, sound producing, or amplifying devices which project sound beyond the Exhibitor's exhibit space are expressly prohibited. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Flashing or neon lighted signs or electronic displays or devices must be constructed or controlled in a manner that will not interfere with or constitute a nuisance to other Exhibitors or attendees. Show Management reserves the right in its sole judgment to prohibit or close any display or activity because of noise, odors, or other disturbing features, or which may be offensive to other exhibitors or attendees. Furthermore, this discretionary right of Show Management applies to any demonstration or activity by any exhibitor which results in obstruction of booth line-of-sight and/or access to nearby exhibitor's booth by either attendee/buyers or exhibitors.

Booth Equipment and Height Requirements

The following display provisions are designed to ensure that each Exhibitor, regardless of size, has the opportunity to present their product or services in the most effective manner possible. Show Management will obtain fire marshal approval upon receipt of the Booth Guideline Variation Form, and any supplemental documents requested, provided in the Exhibitor Service Kit. (Refer to service kit for complete samples for booths below.)

Booth Provisions

Exhibitors must limit their activities and confine their displays to the Exhibitor's exhibit space. Distribution of promotional items or samples/souvenirs, mascots, literature and/or any other form of advertising is forbidden in the corridors, lobbies, hotels, and convention facility or anywhere outside of the exhibitor's purchased exhibit space. Each Exhibitor's booth must be designed and constructed in a manner that provides adequate area in the exhibit space to accommodate interested attendees. Any demonstration or activity which results in excessive obstruction of aisles, prevents ready access to a nearby Exhibitor's booth, or creates a disturbance or safety hazard deemed by Show Management to cause a disruption or potential harm, shall be suspended for any periods specified by Show Management. Any Exhibitor utilizing a celebrity figure in their booth for a promotional purpose must notify Show Management prior to the Show of the dates and times of the celebrity's scheduled appearances. If Show Management, at its sole discretion, deems additional security personnel or measures are necessary, they will be implemented immediately at the Exhibitor's own expense. The Exhibitor's representatives wearing distinctive costumes or carrying banners or signs separately, or as part of their apparel, must remain within the confines of the Exhibitor's exhibit space.

Booth Restrictions

All booth construction material must conform to standard safety practices. No combustible decorations, such as crepe or tissue paper, cardboard or corrugated paper, may be used at any time. All packaging containers and materials are to be removed from the floor and may not be stored under tables or behind booths. Booths are subject to inspection and approval for safety by the Fire Department of the City and County of San Francisco. Further, Exhibitor must comply with the Rules and Regulations covering the use of the Moscone Center as outlined herein and in the Exhibitor Manual. All display materials must be flame retardant according to California Code of Regulation Title 19 Section 3.08. A fire retardancy certificate of the display materials and the exhibitor booth construction must be posted or readily available within the exhibit. If smoke detectors are required for exhibit enclosures or for multi-level exhibit booths, or if the Fire Marshal deems necessary, special fire watch coverage will be in effect and billable when the exhibit or Show is closed for business.

Exhibitor shall also adhere to and be bound by:

- (a) All applicable fire, utility and building codes and regulations
- (b) Any rules or regulations of the facility where the Show is held (www.moscone.com)
- (c) The terms of all leases and agreements between CBIA and the managers or owners of Moscone Center and
- (d) The terms of any and all leases and agreements between CBIA and any other party relating to PCBC® 2020.

The Exhibitor shall not, nor shall the Exhibitor permit others to do anything to the booth or do anything in the facility where the Show is held, or bring anything into said facility, which would cause a difference in conditions from those previously approved by Show Management, its insurance carriers, or the owners or managers of said facility, which will in any way increase premiums payable by any of such parties for fire, casualty, liability or other insurance on the facility or any property therein. Exhibitor agrees to pay, on demand by any such parties, any increase in premium cost or surcharge resulting from a violation of this Section.

Children Policy

Children under the age of 12 are not permitted on the Exhibit Floor or in any educational session. Infants may be carried by backpack or sling. No strollers will be allowed on the Exhibit Floor. Baggage check will be available to store strollers at a nominal fee. No one under 12 years of age will be allowed into the Exhibit Area during the move-in and move-out. **There will be no exceptions to this rule as this is a state mandated law.**

Combustibles

Literature on display shall be limited to reasonable quantities (1 day's supply). Reserve supplies shall be kept in closed containers and stored in a neat and compact manner free and clear of electrical cables or junction boxes. Show Management shall assume responsibility for daily janitorial and rubbish pickup service and shall advise all exhibitors that booths shall be cleaned of combustible rubbish daily. Storage of empty cartons, crates or containers in the booth or exhibit area is not permitted. Storage of any kind is prohibited behind the back drapes or booth walls, or inside booth areas. All cartons, crates, containers, packing materials, etc., which are NECESSARY FOR REPACKING shall be labeled with "EMPTY" stickers and REMOVED FROM THE EXHIBIT FLOOR.

Damage to Property

The Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, its own property or to the property of others. The Exhibitor may not apply paint, lacquer, adhesives, stickers or other coating to building columns and floors or to standard booth equipment. In the event damage occurs to an exhibitor's booth by another exhibitor, the involved parties are responsible for resolving the dispute.

Dismantling

Exhibitor's booth must not be disturbed, dismantled or removed before the close of the Show on Thursday, June 11, 2020, and must remain staffed during all Show hours. Any Exhibitor that breaks down its booth before the official close of the Show will forfeit all priority points and will jeopardize its ability to book booth space in future PCBC® Shows.

All booths must be dismantled and packed for removal by 10:00 a.m. Saturday, June 13, 2020. The Exhibitor agrees that in the event its booth remains un-staffed for a period of time which Show Management, in its sole discretion, constitutes as detrimental to the Show, or if the Exhibitor's booth is not dismantled and packed for removal by 10:00 a.m. Saturday, June 13, 2020, Show Management, in its sole discretion, may arrange for the staffing or dismantling and packing for removal of the said booth. The Exhibitor shall reimburse Show Management and/or Official Service Contractor for all costs and expenses incurred in the staffing or dismantling, packing and removal of the booth. If either event occurs it will be deemed a material breach of the Rules and Regulations and the Contract.

Dispute Resolution

The Exhibitor and CBIA agree that all disputes and matters whatsoever arising under, in connection with or incident to the Contract shall be interpreted in accordance with the laws of the State of California, in an action brought in any court of competent jurisdiction in the City and County of San Francisco, California, USA to the exclusion of the courts of any other state, territory, or country. In connection with any litigation, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

Drones

The use of aerial drones in the convention center is prohibited.

Entire Agreement

The Contract, Rules and Regulations, Online Exhibitor Service Kit and any amendments and schedules referred to herein constitute the complete and exclusive statement of the terms of the agreement between CBIA and the Exhibitor pertaining to the Show. All waivers of any provision of the Contract or the Rules and Regulations must be made in writing and signed by Show Management. If any portion of the Contract will be determined to be invalid, then that portion will be considered severed from the Contract and all remaining portions will remain in full force and effect. Paragraph headings have been inserted for convenience or reference only, and are in no way intended to describe, interpret, define, or limit the scope or intent of any part of this Agreement. All rights and privileges granted to the Exhibitor under the Contract and the Rules and Regulations any subsequent amendments are subject to and subordinate to the master lease between CBIA and the Moscone Center. In the event of any conflict, inconsistency, or incongruity between any provision of the Contract and any provision of the Rules and Regulations or the Exhibitor Service Kit, the provisions of the Contract shall govern and control.

Exhibit Crate Storage

Since most crates and cartons are constructed of non-flame resistant wood and most packing materials are not flame-retardant, storage of these items is not permitted within Moscone Center. Limited storage of required Show decorator equipment only is allowed and subject to approval on a case-by-case basis by facility Fire Marshall.

Exhibitor Appointed Contractors

Exhibitor may use an Exhibitor Appointed Contractors ("EAC") as set forth herein and the Online Exhibit Services Kit. Exhibitors are required to sign and return "Request To Use An Exhibitor-Appointed Contractor" Request Form only if using a non-official contractor, i.e. not one of the contractors listed in the Online Exhibitor Service Kit as "Official Service Contractors." As an agent for the Exhibitor, all Exhibitor appointees must agree to adhere to and will be bound by the Rules and Regulations as stated herein and in the Online Exhibitor Service Kit. Exhibitors will be responsible for ensuring that their exhibitor appointed contractors have insurance coverage as noted in the Rules and Regulations and will be liable for the conduct of everyone they appoint or performs services pursuant to such appointments. All EACs must provide proof of insurance to Official Show Decorator. (See section under Insurance for additional details). More information on Exhibitor Appointed Contractors will be available in the Online Exhibitor Service

Exhibitor Compliance

Any and all matters, or questions, not specifically covered by the Rules & Regulations shall be subject solely to the decision of Show Management. Show Management reserves the right to make changes, amendments and additions in the Rules and Regulations and in the Online Exhibitor Service Kit at any time, without prior notice. All changes, amendments and additions so made shall be binding on the Exhibitor with the provision that all Exhibitors will be advised of any such changes.

Further, the Exhibitor agrees that Show Management will have full power in a matter of interpretation, amendment and enforcement of all Rules and Regulations, and in all instances Show Management's rulings will be final.

Fire Regulations and Compliance with Laws & Regulations

- Agreement to these PCBC Rules & Regulations includes agreement to the Fire Department Regulations (accessible to all PCBC exhibitors via Freeman Online Service Kit) and Moscone's Public Safety & Fire Management Plan (<http://www.pcbc.com/PCBC/CUSTOM/Exhibits/MosconeSafetyAndFireMgmtPlan.pdf>)
- All decorations, drapes, signs, banners, acoustical materials, hay, straw, moss, split bamboo, plastic, cloth or any other decorative materials, shall be flame retarded to the satisfaction of the Fire Department and the State Fire Marshal's requirements.
- Exhibitor is responsible for being knowledgeable of and in compliance with all applicable federal, state and local laws and regulations and all rules and regulations of the Facility while participating in the Exposition and any activities in connection therewith, including, but not limited to, privacy and confidentiality requirements. Exposition Management has no responsibility for Exhibitor's compliance with applicable laws, rules and regulations; compliance is mandatory and is the sole responsibility of the Exhibitor.

Food and Beverage Service

All arrangements for food and beverage service must be made with the caterer at Moscone Center. Popcorn machines or the dispensing of popcorn is prohibited on the exhibit floor. Food and beverage product exhibitors who are germane to events and are lawful manufacturers or distributors of food and/or beverage products may distribute samples. Samples must be distributed from those specific exhibitor booth locations only. Samples may not exceed two (2) ounces by weight of a solid product, and four (4) ounces by volume of a non-alcoholic beverage product. All alcoholic beverage sampling must be serviced by the Convention Center's Food and Beverage Department. Approval for distribution of samples must be obtained prior to an event. Please contact the Catering Department at 619-525-5800, or your Event Manager for additional information prior to the event..

Force Majeure

If the Show is terminated for any reason beyond the reasonable control of Show Management, including without limitation acts of God, war, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, facility unavailability, lack of commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, disruption to transportation, disaster, fire, earthquakes, epidemic, or any other comparable casualty or condition, Show Management is unable to fulfill its obligations under the Contract, the parties may terminate the Contract without liability, and Show Management may retain the earned portion of the rental fee required to recompense it for expenses and commitments incurred up to the time of terminating the event. Any remaining unearned rental fees will be returned to the Exhibitor. Additionally, if any part of the convention facility is damaged or if circumstances beyond Show Management's reasonable control make it impossible or impractical for Show Management to permit an Exhibitor to occupy or continue to occupy its assigned exhibit space location during any part of or the entire Show, the Exhibitor will only be charged a pro rata exhibit space rental fee for the period that the exhibit space was or could have been occupied by the Exhibitor, minus a share of costs, expenses and commitments required to recompense Show Management up to the time of terminating the Show, in full satisfaction of all liabilities of Show Management to Exhibitor. Show Management shall retain all other fees previously paid by Exhibitor. In no event will Show Management, the City or the County of San Francisco, the Moscone Center, or their respective owners, directors, officers, employees, agents, and representatives be liable for any consequential, indirect, or incidental damages of any nature or for any reason whatsoever. Nor shall any such interruption, diminution, delay or discontinuance be deemed an eviction or disturbance of exhibitor's use of possession of exhibit space or any part thereof; nor shall any such interruption, diminution, delay or discontinuance relieve exhibitor from full performance of exhibitor's obligations under this agreement.

Notwithstanding the foregoing, Show Management reserves the right to cancel, re-name or re-locate the Show or change the dates on which it is held. If Show Management changes the name of the Show, re-locates the Show to another event facility within the same city, or changes the dates for the Show to dates that are not more than 30 days earlier or 30 days later than the dates on which the Show originally was scheduled to be held, no refund will be due to Exhibitor, but Show Management shall assign to Exhibitor, in lieu of the original exhibit space, such other exhibit space as Show Management deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If Show Management elects to cancel the Show other than for a reason previously described in this paragraph, Show Management shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Show Management to Exhibitor.

Hand Carried Items

A "Hand Carried" item is defined as what one person can carry in one trip without a hand-truck or dolly. During move-in and move-out days, a designated area will be assigned for hand carried items to be brought in during the specific times provided in the Online Exhibitor Service Kit. Security Guards will monitor the hand-carried items. Those not falling into the description outlined above will be required to return to the marshaling yard and precede through the Official Service Contractor provided move-in/move-out services. Unattended parking is prohibited in front of Moscone Center.

Hotel Rooms & Hospitality Suites

Requests for hotel rooms at official PCBC® 2020 hotels should be made through the Official Housing Bureau using forms included in the Online Exhibitor Service Kit or online via the PCBC® website. These hotels have agreed to provide protected room blocks at reduced convention rates. The Exhibitor agrees its hospitality suites, if any, shall not be open, nor social functions scheduled, during regularly scheduled hours of PCBC® 2020 meetings, exhibits or other official functions.

Indemnification

The EXHIBITOR will indemnify, defend (with legal counsel satisfactory to Show Management), and hold harmless CBIA, PCBC®, its sponsors, the City and County of San Francisco, Moscone Center, and their respective owners, directors, officers, employees, members, agents and representatives, against all claims, actions, demands or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other costs and charges arising out of Exhibitor's breach of the Contract or the Rules and Regulations, claims of property or personal injury caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise, on the part of the EXHIBITOR or any of its officers, employees, agents, or representatives, excluding liability caused by the sole negligence or willful misconduct of California Building Industry Association, its sponsors and their respective owners, directors, officers, employees, representatives and agents.

Indemnification for Use of Copyright Material

ASCAP, BMI, dramatist fees, copyright license fees, patent fees, or any other fee or royalty attached to copyrighted or proprietary material are the contracted exhibitor's responsibility. Please ensure that the appropriate reporting and payment of fees cover all presentations associated with an event. The Corporation is not responsible for any violation for infringement rights of any owner or presented material. The Exhibitor agrees to indemnify, defend and hold harmless California Building Industry Association, the City and County of San Francisco, Moscone Center and their respective directors, officers, employees, agents, and representatives from and against any claim of liability and any incident or resulting loss, cost or damage, including but not limited to, reasonable attorney and expert witness fees, and all other associated costs of lawsuits, for failure or alleged failure to obtain these licenses or consents or for infringements of copyright, patent, or the unauthorized use of a registered trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy or publicity of any third party.

Installation & Set-Up

In order to conform to union contract rules and regulations, it will be necessary for the erection, assembly, dismantling, and packing and unpacking of booth displays to be done by qualified union personnel from the local Display Union. The Moscone Center has entered into a Jurisdiction agreement with its Union Labor Partners; Painters & Allied Trades, International Alliance of Theatrical Stage Employees, International Brotherhood of Electrical Workers and The Teamsters to perform specific work in certain areas of the Convention Center that are exhibit or production in nature. This includes the activities of move-in, installation, dismantling and move-out of trade shows, conventions, exhibits, corporate events and theatrical events. Please note that this jurisdiction does not encompass work ordinarily performed by the Moscone Center Corporation employees or the Center's third party contractors. It also does not apply to work performed by the licensee's employees under their respective payroll who are specifically engaged to perform this work on a continuing basis for their organization. Please contact your Event Manager for more details.

Members of this union have jurisdiction over all setup and dismantling of booth displays including signage and carpet installation. This does not apply to the unpacking and placement of exhibitor merchandise (items produced by you for sale, scheduled for display in your booth, or literature describing it). Any installation of exhibits or displays which requires the use of hand tools, or more than one person, or longer than 30 minutes (including crating and uncrating) to install, or exceeds ten (10) feet in any direction, shall be installed by the local union employees. Union labor will be available from the Official Service Contractor.

The Official Service Contractor will control all in-bound and out-bound traffic in the loading and unloading areas, in the aisles, or in any other freight patterns. The loading and unloading of all trucks or trailers of common carriers including van lines and individual company vehicles, as well as the handling of empty crates, cartons and containers and the operation of fork lift trucks, is the responsibility of the Local Teamsters Union.

The delivery of exhibit materials, crated and uncrated, will be according to the target move-in schedule in the Online Exhibitor Service Kit. Materials arriving anytime other than the assigned target move-in time will be required to wait until all conforming deliveries are made. Exhibitors with late arrivals may be charged a late fee and will be responsible for all waiting costs incurred.

Set-up must be complete, with all crates removed by 3:00 p.m., Tuesday, June 9, 2020, so the aisles will be clear to lay aisle carpet. Exhibit space not claimed and occupied by 3:00 p.m. Tuesday, June 9, 2020, may be canceled or reassigned by Show Management without refunding any of the exhibit space rental fees to the Exhibitor. If the exhibit materials are on hand, Show Management reserves the right, at the Exhibitor's expense to:

- a) Assign labor to set up an Exhibitor's booth, if the booth is not erected by 3:00 p.m., Tuesday, June 9, 2020 or
- b) Order the removal of all of an Exhibitor's booth materials and crates, if the booth is not erected by 3:00 p.m., Tuesday, June 9, 2020.

(*Special set-up times apply for booths identified as Last in First Out. These are booths located in front of the loading dock area. See the Targeted Zone Map in the Exhibitor Service Kit for specific instructions.)

Insurance

The Exhibitor, at its own expense, is required to secure and maintain through the duration of the Show, including move-in, show days and move-out days. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this Section. The following insurance coverage is required:

- a. Worker's Compensation Insurance to the statutory limits
- b. Employer's Liability Insurance with limits not less than \$1,000,000 each accident
- c. Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for bodily injury to any one person in any one occurrence, \$2,000,000 with respect to injuries to more than one person in any occurrence, and \$1,000,000 with respect to damage of property and coverage for, contractual, copyright infringement, operation of mobile equipment, products and liquor liability
- d. Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence for \$1,000,000 combined single limit
- e. Above required policies must name as "Additional Insured": (1) PCBC® 2020 and (2) CBIA, and their respective members, officers, directors, agents and employees (a & b excluded) and (3) Moscone Center
- f. Purchase insurance coverage in an amount sufficient to protect Exhibitor and your property against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted through the duration of the Show, including move-in, show days and move-out days
- g. Exhibitors agree to maintain such insurance that will fully protect, indemnify, hold harmless and defend PCBC®, CBIA, and their respective members, officers, directors, agents and employees and Moscone Center from any and all claims of any nature whatsoever, including attorney's fees, which may arise due to the actions of negligence of the exhibiting firm or their employees or members, contractors, subcontractors or representatives, including claims under the Worker's Compensation Act, and for personal injury, including death which may arise in connection with installation, operation or dismantling of the Exhibitor's display
- h. Above required policies may not be canceled without 30 days advance written notice to PCBC® 2020 Exhibit Management.

The insurance certificate and the additional insured endorsement must be submitted to PCBC not less than 30 days prior to arriving to Moscone Center. An "A Rated" insurance carrier authorized to transact business in the State of California must issue the insurance coverage required. Failure to provide the satisfactory Certificate of Insurance and additional insured endorsement prior to arriving to Moscone Center shall result in the cancellation of the Contract, loss of Exhibitor's booth space and forfeiture of all payments.

Interest and Collection Fees

The Exhibitor agrees to pay interest at a rate of 1.5% per month (18% per annum), or the maximum allowable by law on all past due balances to California Building Industry Association & PCBC®. Additionally, the Exhibitor agrees to pay any collection costs, including but not limited to court costs, collection fees, and reasonable attorney's fees, incurred by California Building Industry Association and PCBC® in enforcing the Contract or the Rules and Regulations. This includes any monies past due for sponsorship and advertising as well as exhibit space fees.

Limitation of Liability

EXHIBITOR ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY FOR ALL DAMAGES OR LOSSES TO CALIFORNIA BUILDING INDUSTRY ASSOCIATION, PCBC®, MOSCONE CENTER, PERSONS OR PROPERTY THAT OCCUR AS THE RESULT OF THE NEGLIGENCE OR ANY ACTIONS OF EXHIBITOR OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES AND GUESTS THROUGH THE DURATION OF THE SHOW.

EXHIBITOR AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, CALIFORNIA BUILDING INDUSTRY ASSOCIATION, THE CITY AND COUNTY OF SAN FRANCISCO, MOSCONE CENTER AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE TO EXHIBITS, OR MATERIALS, GOODS AND WARES (COLLECTIVELY "PROPERTY") BELONGING TO THE EXHIBITOR, AND THEY ARE RELEASED FROM LIABILITY FOR ANY DAMAGE, LOSS, OR INJURY TO PERSON OR PROPERTY OF THE EXHIBITOR OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES AND GUESTS, RESULTING FROM FIRE, STORMS, WATER, ACTS OF GOD, AIR CONDITIONING OR HEATING FAILURE, THEFT, MYSTERIOUS DISAPPEARANCE, BOMB THREATS OR ANY OTHER CAUSES WHATSOEVER SHOW ORGANIZER'S MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCE WHATSOEVER WILL NOT EXCEED THE AMOUNT ACTUALLY PAID TO SHOW ORGANIZER BY EXHIBITOR FOR EXHIBIT SPACE RENTAL PURSUANT TO THIS CONTRACT. SHOW ORGANIZER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND THE EVENT OR REGARDING ANY OTHER MATTERS.

IN NO EVENT WILL SHOW MANAGEMENT, OR THE CITY AND COUNTY OF SAN FRANCISCO, MOSCONE CENTER OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY NATURE OR FOR ANY REASON WHATSOEVER WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES.

Lotteries and Contests

The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable federal, state, and local laws and ordinances, and thereafter only upon obtaining prior written approval from Show Management. The Exhibitor agrees to accept full and complete responsibility for complying with and adhering to all applicable federal, state, and local laws, ordinances, and regulations pertaining to lotteries and contests. Further, the Exhibitor agrees to indemnify, defend and hold harmless the California Building Industry Association, the City and County of San Francisco, Moscone Center and their respective directors, officers, employees, agents, and representatives from and against any claim of liability, any incident or resulting loss, cost or damage arising from or due to any of the Exhibitor's lotteries or contests according to the indemnification provisions stated herein.

Move-In/Out Procedures

See The Online Exhibitor Service Kit For More Complete Information On Move-In/Move-Out Procedures And The Use Of The Marshaling Yard. The Official Service Contractor shall maintain control of the marshaling yard and the exhibit floor during set-up and dismantling and will govern the following:

1. No vehicles will be allowed at the loading docks or exhibit halls without proper ID
2. Only company-owned vehicles with proper signage (permanently affixed decals) or temporary loading/unloading permits will be allowed in work areas
3. Independent decorators and subcontractors must be properly bonded, insured and have access permission to loading/unloading area through the Official Service Contractor
4. Individual exhibitors loading/unloading merchandise must secure a temporary access permit prior to entering booth areas from Official Service Contractor desk
5. KEEP ALL FIRE LANES CLEAR AT ALL TIMES FOR IMMEDIATE USE BY EMERGENCY VEHICLES.
7. No one under 12 years of age will be allowed into the Exhibit Area during the move-in and move-out. There will be no exceptions to this rule.

Music Licensing and Use of Copyrighted Works

The Exhibitor will be responsible for securing any and all necessary licenses or consents for:

- (a) Any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and
- (b) Any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the Show.

The Exhibitor or its agent(s) agree not to allow any musical work protected by copyright to be staged, produced, or otherwise performed, via either "live" or mechanical means, by or on behalf of the Exhibitor at Show related activity unless the Exhibitor or agent(s) has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI, or SESAC) for this use. The Exhibitor accepts full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music, including but not limited to, all obligations to report data and to pay royalty fees.

Obstructions

Nothing shall be hung from, or affixed to any sprinkler heads or piping. All exit doors shall be in operable condition at all times. Exit signs shall not be obstructed in any manner. All entrances, exits, aisles, stairways, lobbies and passageways, fire and life safety devices shall be unobstructed at all times. Booth construction shall be substantial and fixed in position in its specified area for the duration of the Show. Easels, signs, etc., shall not be placed beyond booth area or into aisles.

Official Service Contractor

As required by the City and County of San Francisco, Show Management has agreements with contractors to provide various services to the Exhibitors, referred to as "Official Service Contractors." The Official Service Contractors will provide all Show services. Exhibitors shall provide only the material and equipment that they own and which is to be used in their booth space. No exceptions to the use of Official Service Contractors will be granted.

Parking

There is no parking allowed within Moscone Center at any time. Vehicles may not be left unattended in front of Moscone Center. Unauthorized vehicles will be towed at owner's expense. Limited meter parking and parking garages are available in the vicinity.

Payment/Cancellation Policy

1. Upon submission of the online booth contract, exhibitors will be invoiced for a 50% deposit of total booth fees which is due within two (2) weeks of contract submission date. If a 50% deposit is not received by this date, booth space will be released without prior notification from Show Management.
2. The remaining 50% will be due by January 10, 2020. If balance is not received by this date, the Exhibitor will be considered in material breach of the Contract and no return of rental fees will be made. After January 10, 2020, all balances are due and payable in full.
3. Applications received after January 1, 2020, must be accompanied by full payment due within two (2) weeks of booth contract submission.
4. Any contract/application submitted within 30 days of the show, must be submitted with full payment by credit card.
5. Cancellation Policy:
 - a. If notification of cancellation of all exhibit space is received by January 10, 2020, the Exhibitor will be refunded all payments minus a cancellation fee equal to fifty percent (50%) of the total exhibit space rental fee.
 - b. If notification of cancellation of all exhibit space is received after January 10, 2020, no refunds will be made, and the Exhibitor will be liable for one hundred percent (100%) of the exhibit space rental fee, even if exhibit space is resold.
 - c. Submission of the online contract and exhibit space request is a temporary reservation only. Submitting contract and space request does not guarantee requested space, nor does it qualify for a confirmed booth assignment. Booth space will only be confirmed and guaranteed after the 50% deposit is received within two (2) weeks of contract submission.
 - d. Because these dates are related to the Show date and not to the date of the Contract, these dates shall apply regardless of the date on which this Contract is executed.
 - e. The Exhibitor must provide written notification of cancellation of exhibit space to Show Management.
 - f. The Exhibitor agrees that should it cancel all of its exhibit space for any reason, the Cancellation fees as stated in this schedule shall be retained by or paid to CBIA as reasonable liquidated damages for the injuries Show Management will suffer as a result of Exhibitor's cancellation, and not a penalty. Exhibitor understands and agrees that the withdrawal of the exhibit space reserved from availability at a time when other parties would be interested in applying for exhibit space will cause Show Management to sustain damages. In this situation, Show Management's damages will be substantial, but they will not be capable of determination with

mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date Show Management receives the notice.

- g. Show Management assumes no responsibility for having included the name of the cancelled Exhibitor or description of its products in the Show directory, brochures, news releases or other material relating to the Show. The use of complimentary exhibit personnel badges is forfeited upon cancellation of exhibit space. Show Management reserves the right to terminate the Contract immediately, and to withhold from the Exhibitor possession of exhibit space, and the Exhibitor shall be responsible for the total exhibit space rental fee, which shall be retained by or paid to CBIA, as reasonable liquidated damages and not as a penalty, if the Exhibitor (a) fails to pay all exhibit space rental fees in accordance with the schedule set forth herein, or (b) fails to perform any material terms or conditions of the Contract or refuses to abide by the Rules and Regulations.
- h. Furthermore, Show Management reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Show Management. Show Management is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. No refunds will be made to Exhibitors whose Contracts are terminated by Show Management as provided elsewhere in the Rules and Regulations.
- i. Please remember that PCBC is a division of CBIA, and therefore any payments to PCBC or CBIA will always be applied first to any older, existing debts owed to either PCBC or CBIA.

Photographs, Publicity Material, Radio and Television and Print Media

California Building Industry Association reserves the sole right to use any photographs, recordings, electronic images or publicity material received by or obtained by Show Management in the course of the Show, for whatever use deemed proper by Show Management. CBIA has the exclusive right to include photographic, video, and other visual portrayals of attendees, any Exhibitors and their booth including its contents, in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity and otherwise, without compensation to the Exhibitor, and all rights titled and interest bearing (including all worldwide copyrights therein) will be CBIA's sole property free of any claims of the Exhibitor or any persons deriving any rights or interest from the Exhibitor.

Due to the sensitive nature of new products and unique booth displays at the Exposition, photography and/or video recording of any booths by any attendee/Exhibitor personnel other than the official photographer is discouraged without permission from the exhibitor.

Portable Spotlights

All clamp-on types of portable spotlights shall be protected from metal-to-metal contact by having electrical insulating pads or wrap permanently attached to the lamp holder clamp. Ceramic-porcelain or molded composition type neck-shell construction is the only type approved for use in San Francisco Moscone Convention facility. On/off switches are usually located in the neck. Where any spotlight or lamp is subject to physical damage, exposure to dampness, it shall be equipped with a substantial guard attached to the lamp holder or the handle.

Flexible cord extensions may only be used for portable lamps/appliances which are of allowable amperage for the size and type of three (3) conductor cords connecting to and for the utilization of any equipment. The third conductor is used for equipment grounding purposes.

Publication Displays

Publication space will be strictly limited to the display of approved trade publications, as deemed by Show Management and is not to be staffed by any publication personnel. Materials must be contained within the space provided. No embellishment of the area provided may be made i.e., photos, special signage. One complimentary company identification sign will be provided and one exhibit floor registration.

Reduction of Exhibit Space

Reduction of Exhibitor's exhibit space is treated similar to cancellation of exhibit space. Reduction requests received in writing by January 10, 2020, will be refunded appropriate payments minus a fifty (50) percent surcharge on the difference between the original contracted square footage and the revised square footage. No refunds will be made for square footage reductions or cancellations of exhibit space after January 10, 2020, even if exhibit space is resold. The Exhibitor agrees that it is responsible for the total exhibit space rental fee for the originally contracted and assigned exhibit space, which shall be retained or paid to PCBC® 2020 as reasonable liquidated damages, and not as penalty, according to this schedule.

Relationship of the Parties

The contract shall not constitute nor be considered to create a partnership, employer-employee relationship, joint venture or agency between PCBC® 2020, California Building Industry Association and the Exhibitor.

Security and Safety

Show Management will provide the services of a reputable security agency within the exhibit area during the period of move-in, show time, and move-out for general safety and security purposes only. The security services provided by Show Management are not intended, nor are they to be interpreted by the Exhibitor in any form whatsoever, as a guarantee by Show Management or the Moscone Center against any loss, theft or damage to the Exhibitor or any of Exhibitor's property. All items brought into Moscone Center are done so at the Exhibitor's own risk. The Exhibitor is solely responsible for the security and safeguarding their booth and its contents at all times. Exhibitors may furnish additional guards at their own cost and expense after obtaining prior written approval from Show Management.

Smoking

Smoking is NOT PERMITTED anywhere within Moscone Center.

Standard Booth Equipment and Provisions

Booth space is sold in 10' x 10' increments with a minimum size requirement of 100 square feet. The price of the booth includes, in addition to the use of the space itself, a 7" x 44" booth identification sign, 8' high pipe and drape back wall and 3' high pipe and drape side rails, five (5) exhibit booth personnel badges per 100 s.f. of contracted/paid space (allows access to the exhibit floor and general keynote sessions only) and a company listing in the Official Show Guide and website. Booths may occupy cubic content of exhibit space contracted within the prescribed regulations governing the booth configuration of which they are a part.

Booth carpet or other appropriate floor covering is required for all booths and must be ordered by or provided by the Exhibitor. Failure to provide appropriate floor covering for entire booth space may result in Show Management ordering carpet from the official show decorator at the Exhibitor's own expense.

Any exposed portion of the Exhibitor's booth must be properly finished and may not carry identification signs or other copy that would detract from the adjoining exhibits.

Please note that space dimensions shown on floor plans are from centerline of booth equipment, such as side rails and/or back drape. All exhibit structures must be constructed to allow sufficient tolerance on each side for this equipment and for utility service at rear of the booth. All standard in-line booths are required to maintain a 12" area behind the back wall for utility service. No storage will be permitted in that area.

Standard In-line Booths

(One or more standard (10' x 10') units in a straight line.)

Height: Exhibit fixtures, components and identification signs will be permitted to a maximum height of 12'. Any exposed portion of the exhibitor's booth abutting the common back wall must be properly finished and may not carry identification signs or other copy that would detract from the adjoining exhibit. Please note that individual booth location and ceiling clearance may limit booth height to less than 12' in certain areas of the exhibit floor. It is the responsibility of the Exhibitor to verify the actual clearance prior to planning their booth height.

Depth: All display fixtures over 4' in height must be confined to the area of the Exhibitor's booth space which is at least 5' from the front aisle line. (i.e. The maximum 12' booth height is only permitted in the rear half of the booth.)

Perimeter Wall Booth

(Standard booth located on the outer-perimeter of the exhibit floor.)

Height: Exhibit fixtures, components and identification signs will be permitted to a maximum height of 12'. Please note that individual booth location and ceiling clearance may limit booth height to less than 12' in certain areas of the exhibit floor. It is the responsibility of the Exhibitor to verify the actual clearance prior to planning their booth height.

Depth: All display fixtures over 4' in height must be confined to the area of the Exhibitor's booth space which is at least 5' from the front aisle line. (i.e. The maximum 12' booth height is only permitted in the rear half of the booth.)

Peninsula Booth

(Exhibit of 20' x 20' or larger with an aisle on three sides.)

Height: Exhibit fixtures, components and identification signs will be permitted to a maximum height of 16'. Please note that individual booth location and ceiling clearance may limit booth height to less than 16' in certain areas of the exhibit floor. It is the responsibility of the Exhibitor to verify the actual clearance prior to planning their booth height. Any exposed portion of the exhibitor's booth abutting the common back wall must be properly finished and may not carry identification signs or other copy that would detract from the adjoining exhibit.

Depth: Full use of the cubic content of the booth is permitted to the maximum booth height of sixteen feet (16'-0").

Island Booth

(Exhibit of 20' x 20' or larger with aisles on all four sides.)

Height: Exhibit fixtures, components and identification signs will be permitted to a maximum height of twenty feet (20')*. Please note that individual booth location and ceiling clearance may limit booth height to less than 20' in certain areas of the exhibit floor. It is the responsibility of the Exhibitor to verify the actual clearance prior to planning their booth height.

Canopies and Ceilings

(An exhibit component supported over an Exhibitor's booth space for decorative purposes - 20' x 20' or larger only.)

Height: Canopies, false ceilings and umbrellas will be permitted to a height that corresponds to the height regulation for the appropriate booth configuration of which they are a part. Canopies, false ceilings or umbrellas will not be used for identification or display purposes except as would normally be allowed for any exhibit component within the regulations set forth for the booth configuration. Canopies may not extend beyond the aisle line.

Please note that any Exhibitor installing a ceiling or other similar structure is required to submit certified plans and obtain written approval from Moscone Center's Fire Marshal, via Show Management, to insure that their booth meets with necessary fire safety precautions involving smoke alarms, fire extinguishers, sprinkler systems, etc.

Hanging Signs

A hanging sign displayed over an Exhibitor's booth will be permitted in booths 20' x 20' or larger only. Hanging signs and graphics must be pre-approved by Show Management via the Official Show Decorator's Hanging Sign Order Form in the Exhibitor Service Kit. Hanging identification signs and graphics are all subject to individual approval by PCBC Show Management. Considerations for approval may include, but are not limited to, size in proportion to booth space, position, verbiage and construction of hanging signs & graphics.

Towers

A free standing exhibit component separate from the main exhibit fixture that is used for identification and display purposes only.

Height: Towers are permitted to a height and depth that correspond to the height and depth regulations for the appropriate booth configuration of which they are a part.

Height variance requests will be reviewed on a case-by-case basis and will be granted only when, in the opinion of Show Management, there is a clear and compelling need and where the granting of said waiver poses no detriment to other exhibitors or potential harm. Variance requests that are primarily designed to create a visual advantage for any one exhibitor will not be granted.

The following booth configurations will require prior special approval:

- Any booth/exhibit with canopies or ceilings
- Any booth/exhibit utilizing hanging signs
- Any booth designed with a second level. All second story plans must be safety certified by a licensed professional engineer before floor plans are submitted. If occupancy load is less than 10 persons, one exit is sufficient. If occupancy load is more than 10 persons, two (2) means of exiting are required. (Section 3305, Paragraphs D, E & F of the Uniform Building Code generally prohibits use of spiral, winding or curved stairs in any facility.)
- Any booth not meeting the standard requirements as stated in these Rules & Regulations.

Important Notes

Exhibitors installing a booth with a second level are required to submit certified plans and obtain written approval from the Moscone Center's Fire Marshal, via Show Management, to insure that their booth meets with necessary fire safety precautions involving smoke alarms, fire extinguishers, sprinkler systems, etc. The drawings submitted must include a signature or stamp of a reviewing structural engineer indicating that the structure design is properly engineered for its proposed use, and a signature of an authorized official of the exhibit building company indicating that the structure is built in compliance with the details and specifications set forth on the drawings. Written approval must be

received from the Fire Marshal at least 60 days prior to the Show. For all booths, the burden of proof rests with the Exhibitor to demonstrate the structural integrity of the booth and its components.