



**2009 ACVIM Forum & Canadian Veterinary Medical Association Convention
 Montréal | June 3 - 6, 2009
 Exhibit Rules and Regulations**

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1) Contract and Payment for Space

- a) Exhibit space is defined as the actual space rented by the Exhibitor and approved by Exhibit Management with adherence to all restrictions as set out in the Exhibit Rules & Regulations, Application & Contract for Exhibit Space, Exhibit Service Manual, and in other notices and correspondence from the American College of Veterinary Internal Medicine (ACVIM) and/or the Canadian Veterinary Medical Association (Canadian VMA).
- b) The Application & Contract for Exhibit Space, formal written confirmation of space assignment by Exhibit Management, the required deposit amount as specified in the contract, and the full payment of rental charges shall constitute a contract for the right to use the space.

2) Space Assignment

- a) Booth assignments will be based first on Exhibitor Allegiance Points earned, then on the date the Application & Contract for Exhibit Space is received, the number of booths requested, and the proximity of space to competitors. Island spaces (20' x 20' or larger) will be assigned first. When possible, Exhibit Management will try to accommodate the Exhibitor's booth choices in order of preference. Exhibit Management retains the final decision-making responsibility for all booth assignments. Notwithstanding the above, Exhibit Management reserves the right to make and/or change location assignments at any time as it may in its sole discretion deem necessary.

3) Payment Terms

- a) A deposit of at least 50% of the total contracted amount is required with submission of the Application & Contract for Exhibit Space. Applications received without the required deposit are not considered binding and space is not guaranteed. Applications submitted without deposit will not be assigned space until the appropriate deposit is received. Payment of the balance of the booth rental cost will be invoiced and is due February 16, 2009. If full payment is not received by Exhibit Management by February 16, 2009, the contract will be subject to cancellation, any deposits will be forfeited in accordance with the cancellation penalties outlined below, and booth space will be released for re-assignment. Full payment is required with any application submitted after February 16, 2009.

4) Cancellation

- a) Exhibit space may be canceled prior to January 1, 2009 without penalty. Cancellation requests made after January 1, 2009 and prior to February 16, 2009 are subject to a cancellation fee equal to 50% of the total cost of the booth(s). Cancellations requested February 16, 2009 through March 16, 2009 are subject to a cancellation fee equal to 75% of the total cost of the booth(s). No refunds will be granted after March 16, 2009. All cancellation requests must be made in writing.

5) Floor Plan

- a) All dimensions and locations shown on the official floor plan are believed, but not warranted to be accurate. Exhibit Management reserves the right to make such modifications as may be necessary to meet the needs of the Exhibitors and the exhibit program.

6) Exhibitor Conduct

- a) Exhibit Management reserves the right to reject any application, which, in its judgment, does not serve the interests of the ACVIM/Canadian VMA or will be operated in a way that will detract from other exhibits, the exhibition, or the 2009 ACVIM Forum & Canadian VMA Convention as a whole. Acceptability includes persons, things, conduct, printed matter in any medium, or anything of a character to which Exhibit Management determines is objectionable to the exhibition.
- b) Exhibit Management reserves the right to require the immediate withdrawal of any exhibit which is believed to be injurious to the purpose of the 2009 ACVIM Forum & Canadian VMA Convention. In the event of such restriction or eviction, the Exhibitor may be evicted on the spot, forfeiting all moneys paid, and its good standing with the ACVIM or Canadian VMA.
- c) Exhibit Management is not liable for any damages alleged or claimed as a result of any action taken by the Exhibit Management hereunder.

7) Display Space

- a) The ACVIM/Canadian VMA adheres to the *Guidelines for Display Rules and Regulations* established by the International Association of Exhibitions and Events (IAEE). No exhibits will be permitted that interfere with the use of other exhibits or impede access to them or impede free use of the aisles.
- b) Booths shall be constructed and arranged in the booth space not more than five feet forward of the back wall of the booth and in this area up to a height to not exceed eight feet from the exhibit floor. All parts of the exhibit in any portion of the booth layout three feet from the back wall shall be placed not to exceed the height of the dividing side rails. Booth activities that cause people to congregate in the aisles are prohibited. Monitors of any size for display of video, films or live demonstrations may be utilized provided that they are placed in the back of the booth to alleviate congestion in the aisles.
 - Apart from the specific display space for which an Exhibitor has contracted with Exhibit Management, no part of the exhibit hall and its grounds may be used by any organization other than the Exhibit Management for display purposes of any kind or nature, unless otherwise approved by Exhibit Management.
- c) End Cap and 10' x 20' booth space located in an island are subject to special height restrictions. Exhibitors located in this manner must construct their booths to a height of eight feet in only the center ten feet of the 20 foot wide booth. Any exhibit construction exceeding 33 inches in height will be restricted to that ten foot center section.
- d) Exhibitors who have booth construction with a second story must submit detailed drawings to Exhibit Management for the local Fire Marshall to approve.
- e) Exhibitors are responsible for draping any exposed, unfinished sides of the back of their booth in order to present an overall attractive exhibit. If this is not done by the Exhibitor, the decorator will be instructed by Exhibit Management to drape the exposed area at the Exhibitor's expense.
- f) Exhibitors are required to provide carpeting for their booth area at their expense.
- g) The Exhibitor agrees that all exhibit space will be kept neat and orderly at all times, and will be operated in a professional manner and in accordance with Exhibit Management policies and all convention center rules and regulations related to the use of the facility and the exhibit hall space. Exhibitor must keep the exhibit booth open and staffed at all times during show hours.

- h) The serving of alcoholic beverages and the use of helium balloons by Exhibitors in any part of the exhibit hall is forbidden, unless otherwise approved by Exhibit Management.
- i) The use of models, performers and other similar persons, and those other than regular full-time members of the exhibiting firm or organization, within the exhibit area for demonstrations, performances, etc. shall be subject to the approval of Exhibit Management.

8) Non-Profit Table Top

- a) Table top booths are open only to not-for-profit educational groups dedicated to the furthering of veterinary education and excellence. Table top booths include an 8' high back drape, one 8' skirted table, and a 7" x 44" organization name sign.

9) Prize Drawing and Giveaways

- a) Exhibiting companies who desire to engage in prize drawings, giveaways, or other promotional activity within their exhibit space are free to do so. You may post winners' names in your booth or at the entry to the exhibit hall. Prize announcements may not be made over the public address system unless authorized by Show Management.

10) Food Provided by Exhibitors

- a) Distribution of food, bottled water and other consumables will not be allowed in booths without the express written consent of the Exhibit Management. There may be additional costs associated with food in your booth. Please contact Exhibit Management (Kathy@ACVIM.org). Wrapped candy is allowed and does not require pre-approval or surcharge.

11) Noise Restrictions

- a) The audio level of any play back equipment, audio or video, must be at a level as to not disturb or be heard by adjacent Exhibitors and their patrons. The Exhibit Management reserves the right to restrict exhibits to a minimum noise level and to suitable methods of operations and display materials.

12) Failure to Occupy Space

- a) In the event an exhibiting company has not arrived three (3) hours prior to the exhibit hall opening, Exhibit Management reserves the right to re-assign that space as it sees fit with no obligation of a refund. If exhibit material has been delivered to the booth but has not been assembled, Exhibit Management reserves the right to remove the material and place it in storage. If the Exhibitor arrives after the material has been stored and would like the material brought back to the show floor, a drayage fee will be charged. Under no circumstances will the Exhibitor be allowed to have materials brought back to the booth during show hours. Failure to occupy exhibit space does not relieve the Exhibitor from their obligation to pay the full booth rental fees.

13) Circularization & Solicitation

- a) All promotional activity, demonstration and distribution of promotional materials must be confined to the limits of the Exhibitor's display area.
- b) No firm or organization not assigned space will be permitted to engage in any activities within the exhibit area.

14) Subletting of Space

- a) The Exhibitor agrees not to assign, sublet or apportion space or any part thereof allotted to the Exhibitor, and not to exhibit, advertise, or offer for sale goods other than manufactured or sold by the Exhibitor in the regular course of business, except as permitted by Exhibit Management.

15) Exhibitor Personnel

- a) Prior to the exposition opening, each exhibiting firm or organization shall supply Exhibit Management with the name and title of the individual who shall be responsible for the installation, staffing, and removal of said exhibit. Said individual must be authorized to enter into service contracts when necessary, for which the Exhibitor shall be responsible.

16) Exhibitor Badges & Admission to Exhibit Hall

- a) Exhibit Badge list link will be available by February 2009 and available for editing up to May 1, 2009. All exhibit personnel must wear the official Exhibitor badge at all times while at the show site. Each 10' X 10' exhibit space will receive four (4) Exhibitor badges included with their exhibit space rental. Additional Exhibitor registrants will be charged \$250 each. No refunds will be given for badges pre-paid but not used. No distributors or suppliers of an exhibiting company will be allowed admission to the exhibit hall unless an active Exhibitor agrees to register them. In this case, badges will note only the name of that exhibiting firm.
- b) Exhibitors wearing badges may enter the exhibit hall an hour before show opening and remain in the hall one hour after show closing each day. If further access is required, special permission must be secured from Exhibit Management 30 days prior to the show dates.
- c) All Exhibitor-appointed contractor representatives must be badged to be allowed in the exhibit hall; they are not a part of your badge allotment. Please supply this information in the appropriate place on the badge form.

17) Exhibitor Badge Cancellation Policy

- a) All changes or cancellations must be made via the provided link by self editing. Changes, cancellations, and additions after May 1, 2008 will be handled onsite at the 2009 ACVIM Forum & Canadian VMA Convention. Refunds will not be given for Exhibitor badge cancellations received on or after May 1, 2009.

18) Exhibit Installation

- a) Installation of exhibits must be completed three (3) hours prior to the opening of the exhibit hall for inspection by Exhibit Management.
- b) Noisy or unsightly work in any Exhibitor's booth area after the published deadlines for move-in is prohibited. Exhibit materials received after the opening of the exposition must be delivered at times other than open exposition hours and must be arranged in advance with Exhibit Management.
- c) Exhibitors will not be permitted to store packing crates and boxes in their booth during the show. If properly marked, such containers will be stored by the drayage service contractor and returned to the booth area for move-out at the close of the show. It is the Exhibitor's responsibility to properly mark and identify empty crates and containers.

19) Exhibit Dismantling

- a) Once the exhibit area has opened, exhibit materials may not be removed from the exhibit area until the official exposition move-out has begun. Any Exhibitor who attempts to tear down before the official closing time automatically forfeits all Exhibitor Allegiance Points accrued. Failure to observe this rule may jeopardize the exhibiting company's ability to reserve exhibit space at future ACVIM Forums.
- b) All exhibit materials must be completely removed from the exhibit area by the established times as designated in the service manual. It is the responsibility of the Exhibitor to have materials packed, identified and cleared for shipment, or to make arrangement for such.
- c) Exhibit Management reserves the right, with no liability whatsoever for damage, spoilage, or loss, to dismantle, dispose of, store and clear from the premises any display materials, goods property or merchandise of any Exhibitor who has failed to comply with the above requirements, or to order such work to be done, at the sole expense of the exhibiting company.

20) Exhibit Services and Exhibitor Appointed Contractors

- a) As a convenience to Exhibitors, the ACVIM /Canadian VMA has selected Freeman Decorating Company as the official service contractor to provide labor and equipment at prevailing rates and terms. Neither the ACVIM nor the Canadian VMA assumes any liability related to the performance or nonperformance by firms contracted.
- b) All participating Exhibitors and contractors must abide by union jurisdictions in force at the time of the exposition. Arrangements for labor should be made with Freeman Decorating Company in advance whenever possible. Official labor forms are included in the Exhibitor Service Manual.
- c) Exhibitor-appointed contractors may not solicit business in the exhibit hall at any time. The exhibiting company is responsible for the actions of their appointed non-official contractor and all Rules and Regulations apply.
- d) Exhibitors requiring the services of independent contractors must provide notice to Exhibit Management at least 30 days prior to the show dates. No exceptions will be made that will interfere with the orderly function or security of the exposition, or with obligations or commitments of the ACVIM/Canadian VMA.
- e) Exhibit Management reserves the right to remove any contractor or their employees who do not comply with these Rules and Regulations. Any objectionable practices by Exhibitors or suppliers should be reported to Exhibit Management immediately.
- f) Exhibitor-appointed contractors, all agents or representatives who are performing services, other than the Exhibitor's own employees, must provide Exhibit Management with a Certificate of Insurance. The Certificate of Insurance must include comprehensive general liability, business automobile liability and property damage for at least \$1,000,000 and workman's compensation insurance as required by the local law.

21) Music Licensing

- a) Any Exhibitor using live or recorded music via any medium in the exhibit space **MUST** have a license for such use by ASCAP and BMI. A copy of such license must be provided to Exhibit Management 30 days prior to show dates.

22) Biological Products and Demonstrations Using Live Animals

- a) Biological products exhibited require a USDA license. Information contained in the exhibit and in literature distributed must conform to approved labeling guidelines. Approval for the presence of live animals in an exhibit booth must be requested of, and approved by the Exhibit Management 30 days prior to show dates. Please submit written requests via fax to (303) 231-0880, or e-mail to Kathy@ACVIM.org with the following information: type of animal, dates and times that animal will be in booth, name of exhibiting company and booth number, and function of animal within booth.

23) Liability and Indemnity

- a) Exhibitors will assume all responsibility for their property and personnel and indemnify, defend, and hold harmless the ACVIM, the Canadian VMA, and the Palais des congrès de Montréal from and against any and all claims, losses, judgments, and expenses of litigation arising out of any property loss or damage, or personal injury, or death caused by or arising out of acts or omissions of the Exhibitor or its employees, subcontractors, or agents in connection with the 2009 ACVIM Forum & Canadian VMA, and use of leased space. The ACVIM will furnish reasonable protection by uniformed security guards during the hours the exhibit hall is closed, but the furnishing of such services shall not be construed to be any assumption of obligation nor duty with respect to the protection of the property of Exhibitors, which shall at all times remain in the sole possession and custody of each Exhibitor and shall be the sole responsibility of each Exhibitor. For added protection, however, we suggest that each Exhibitor obtain insurance on booth material and equipment.
- b) The Exhibitor agrees to protect and keep the ACVIM and Canadian VMA forever harmless from any damage or charge imposed for any violation of any law or ordinance, whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the agreement between the Palais des congrès de Montréal and the ACVIM and Canadian VMA regarding the exhibit premises. Further, the Exhibitor hereby agrees to protect, defend, indemnify and save the Palais des congrès de Montréal, its owners and operator, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the Palais des congrès de Montréal and its employees and agents.
- c) The Exhibitor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability Insurance, insuring and specifically referring to the Contractual liability set forth above, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage, naming the Palais des congrès de Montréal and the ACVIM and Canadian VMA as additional named insureds. The ACVIM, Canadian VMA, and Palais des congrès de Montréal will take reasonable precautions against damage or loss by fire, water, storm, theft, strikes, other emergencies, or other causes over which the ACVIM, Canadian VMA and the Palais des congrès de Montréal have no control, but do not guarantee or insure the Exhibitor against loss by reason thereof. Under government order of emergency, or other fair reason beyond its control, the ACVIM and the Canadian VMA reserves the right to cancel the exhibition with no liability to the Exhibitor.

- d) The Exhibitor shall, at its sole cost and expense, procure and maintain throughout the term of this contract worker's compensation and occupational disease insurance in full compliance with all federal and state laws and covering all of Exhibitor's employees engaged in the performance of any work for Exhibitor.

24) Fire Protection

- a) Booth decorations must be flameproof and all hangings must clear the floor. Electrical wiring must conform with all local and state government requirements and with the National Electrical Code Safety Rules. If inspection indicates that any Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, Exhibit Management reserves the right to cancel all such part of this exhibit as may be irregular. All installations are subject to approval with all local fire regulations. No combustible materials shall be stored in or around the exhibit booths. Helium tanks and helium balloons are not permitted in the exhibit hall. Any part of a display that does not comply with all rules, or which presents a fire or safety hazard, may be ordered removed with no liability on the part of the ACVIM or Canadian VMA.
- b) Exhibitors with vehicles of any kind (including but not limited to cars, trucks, motorcycles, scooters) must notify Exhibit Management at least 30 days prior to show dates. A time and date will be scheduled to set the vehicle on the show floor and the Fire Marshall to inspect. Fuel in tanks is limited to a maximum of ¼ tank or five (5) gallons. Diesel fuel tanks are limited to a maximum of ¼ tank. Vehicles with no or non-functioning fuel gauges will not be allowed in public assembly areas without prior approval by the Fire Marshall. Battery cable must be disconnected, with the cable ends taped over to prevent sparking. Fuel tank fill caps must either be lockable or taped shut. Visqueen should be under the vehicle to protect the flooring (this can be ordered from Freeman Decorating). A set of keys **MUST** be provided to Exhibit Management when vehicle is delivered to show floor.

25) Safety and Health Regulations

- a) The Exhibitor agrees to comply with local, city and state laws, ordinances and regulations and the regulations of the facility covering fire, safety, health and all other matters. Firearms may not be used as part of an exhibit nor as a giveaway. Exhibitor will not display or bring into the exhibit any animal, bird, fish, or other non-human creature without the written permission of the Exhibit Management.

26) Repair of Damages

- a) The Exhibitor must surrender rented space in the same condition it was at commencement of occupation. The Exhibitor or its agents shall not injure or deface any part of the building where the exposition is held, the booths or the equipment or furniture of the booth, or any property of other Exhibitors or the ACVIM or Canadian VMA. When such damage appears, the Exhibitor shall be liable to the owners of the property so damaged.

27) Severability

- a) Any provision of this agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.