

# The Santa Clara County Association of REALTORS®



## *“Shoot for the Stars”*

### 21<sup>st</sup> ANNUAL CONVENTION AND TRADE SHOW

September 13, 2007

### **RULES AND REGULATIONS**



**PURPOSE OF THE EXPOSITION:** The exposition is for educational, informational and sales purposes. Sales of Affiliate-related products or services may be made, and orders consummated at any of the exposition facilities. The exhibitors in this exposition are limited to companies with affiliated products or services.

**SPACE ASSIGNMENTS AND SUBLEASE:** You will be notified of your booth number by mail. No more than four (4) booths can be reserved, per each submitted contract. A booth is classified as one 10' x 10' unit. The Santa Clara County Association of REALTORS® (SCCAOR) reserves the right to change location assignments at any time, as it may, in its sole discretion, deemed necessary. Exhibitor shall not sub-let the booth, or any equipment provided by SCCAOR, nor shall Exhibitor assign this Lease in whole, or in part, without written notice to, and approval from SCCAOR.

**INSTALLATION AND SHOW TIME:** Exhibitors will have access to Parkside Hall, 180 Park Avenue, downtown San Jose, starting at 1:00 p.m., Wednesday, September 12, 2007. The exhibit hall will remain open until 5:00 p.m. All exhibits must be installed and ready for show opening by 5:00 p.m., Wednesday, September 12, 2007. No contractor floor orders will be accepted after 9:00 a.m., Thursday, September 13, 2007.

**DISMANTLING AND REMOVAL OF EXHIBITS:** No display may be dismantled or anything packed before 4:00 p.m., Thursday, September 13, 2007. It is the responsibility of the Exhibitors to pack and remove, or co-sign for, shipment of all items of value, prior to leaving their exhibit unattended.

**BOOTH FURNISHINGS:** Booths include: one (1) 6' draped table and two chairs. Booths do not include carpeting or electricity. Orders for special lighting, wiring, telephone, electric, carpeting, or other special work, may be placed with the contractor. Special forms showing rates, or other charges, will be sent in advance of show time, directly to you, from **TRICORD**. **The booth drape colors for 2007 are blue and black.**

**EXHIBITORS:** **1)** Are prohibited from using objectionable amplifying or special lighting equipment; **2)** must confine their activities to the space for which they contracted; **3)** who use costumed models or mannequins should be sure that their appearance and dress will not offend even the most critical.

**THE USE OF FOOD AND BEVERAGE DURING THE SCCAOR SHOW:** SCCAOR considers food and beverages a very important part of the hospitality industry, and for this reason, accepts it as part of the exhibitors' marketing tools. Food and beverage may be dispensed from an exhibitor's booth if the exhibitor, **1)** requests and receives SCCAOR approval in writing; **2)** maintains a healthy, clean atmosphere; **3)** provides all attendees the opportunity to sample; **4)** provides adequate trash receptacles for debris, where necessary. The use of popcorn booths, espresso machines, etc. must be approved through the Convention Food Services, and fees must be paid directly to them. Contact Alison Martinsen at (408) 445-5080, to discuss usage. Also, the exhibitor may not, **1)** dispense

alcoholic beverages from booth; **2)** cook food in the booth. These rules are set to help SCCAOR maintain a professional and educational image, in keeping with the tradition and history of the Association and its industry.

**BADGING:** Exhibitors will receive 15 free "Exhibitor Passes" for their booth. These passes will allow your booth personnel access in and out of the tradeshow all day. They will not be personalized, so remind your booth personnel to wear the appropriate nametags with their name and business. Additional Exhibitor Passes will be available for \$10 each. Badges will be available for pickup on September 13, 2007 at 8:00 am. Badges will be alphabetized under company name.

**CODES AND AGREEMENTS:** Exhibitor hereby agrees to be bound by the "Rules and Regulations of the Exposition." Exhibitor further agrees to adhere to and be bound by:

- 1) All applicable fire, utility and building codes and regulations;
- 2) Any rules and regulations of the facility where the Exposition is held;
- 3) The terms of all leases and agreements between SCCAOR and the managers or owners of the said facility, and,
- 4) The terms of any and all leases and agreements between SCCAOR and any other party relating to the exposition.

Exhibitor shall not, nor shall Exhibitor permit others to do anything to the booth or do anything in the facility, which would cause a difference in conditions from those previously approved by the insurance carriers of SCCAOR, or the owners or managers of said facility, which will in any way increase premiums payable by any of said parties. Any such increase as a result is a violation of this section.

**EQUIPMENT:** Exhibitor shall provide all equipment at his/her own expense. All draping and decorative materials used by Exhibitor shall be flameproof. All booth equipment shall be kept and consistent with, all rules, codes and regulations referred to under Code & Agreements above. All demonstrations and displays shall be confined to the booth.

**EXCLUSION:** SCCAOR shall have the right to exclude or to require modification of display or demonstration, which it in its sole discretion considers unsuitable to, or not in keeping with, the character of the Convention. SCCAOR shall have the right to prohibit the use of amplifying equipment or music, which it in its sole discretion considers objectionable. SCCAOR shall have the right to demand modification of the appearance of dress of persons or mannequins used in connection with displays or demonstrations.

**LIABILITY:** This agreement shall not constitute, or be considered a partnership, employer-employee relationship, joint venture, or agency between SCCAOR and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless and defend SCCAOR from and against all liability, responsibility, loss, damage, cost, interest, and attorney's fees which SCCAOR may incur, suffer, be put to, pay or be required to pay, incident to or arising directly, or indirectly, from any intentional or negligent act, or omission by Exhibitor, or any of its employers, servants, or agents. Exhibitor further agrees that SCCAOR, and their respective agents and employees shall not be responsible in any way for **1)** damage, loss or destruction of any property of Exhibitor, or **2)** injury to Exhibitor or its representatives, agency, employees, licensees or invitees.

**CANCELLATION OR POSTPONEMENT OF EXPOSITION:** In the event that the Exposition is postponed, due to any occurrence not occasioned by the conduct of SCCAOR or Exhibitor, whether such occurrence be an Act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party to privy to this lease, then the performance of the parties under this agreement shall be excused for such a period of time as is reasonably necessary after such occurrence, to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation of the

Exposition, the obligations of the parties under this agreement shall be automatically terminated and all rental payments made under this Lease shall be refunded to Exhibitor, less a pro-rata share of expenses actually incurred by SCCAOR in connection with the Exposition.

**SHIPPING/HANDLING AND STORAGE:** The official drayer for the receipt of the exhibit material and delivery of the materials to the exhibit space is **TRICORD**. Shipment of exhibit materials, whether by motor freight (common carrier) or air, should be forwarded in accordance to the specific instructions given by **TRICORD**. Exhibit materials should be sent prepaid with a copy of the order for material handling forwarded to **TRICORD**. Neither the exhibit facility nor its staff is prepared or authorized to receive or handle an exhibitor's shipment. Exhibit material should be scheduled to arrive not more than thirty (30) days prior to the Exposition or less than two (2) business days prior to the installation of the Exhibit. Motor freight and airfreight companies do not deliver on weekends. In order to conform to Union contract rules and regulations, it will be necessary that all exhibitors use qualified Union personnel for the installation and dismantling of exhibits and for material handling within the Show. The handling, placing and setting out of merchandise that is to be displayed does not require the exhibitor may do Union labor. In addition, the installation or dismantling of an exhibit which does not require the use of hand tools, or more than one person, and can be accomplished within thirty minutes, may be performed by the owner or company representative. **TRICORD's** Material Handling Department is responsible for maintaining in-and-out traffic schedules at the Show site. Even local exhibitors should clear all movements of exhibit materials through this department. **TRICORD** will have priority at the unloading area at all times. **Union jurisdiction allows hand-carried items only and will not permit exhibitors' use of dollies, hand trucks or pushcarts.** Electrical installation must conform to Union rules and regulations and to all national, state and local codes. All exhibitor materials must conform to national, state, and local fire and safety codes.

**CANCELLATION OF LEASE:** The exhibit rental fee for each booth is described under "Booth Fees". Booth fees are non-refundable, less a 50% cancellation charge, provided that SCCAOR receives written notice of intent to cancel no later than sixty days (60 days), Monday, July 16, 2007 prior to the start of the convention and trade show. Under all circumstances, SCCAOR retains the right to re-sell any booth space canceled by the exhibitor.

**SECURITY:** SCCAOR shall provide volunteer marshals throughout the hours of installation, show and dismantling period, and will exercise reasonable care for the protection of the Exhibitor's materials and display. Beyond this, SCCAOR, the show facility, or any officer, or staff member thereof, will not be responsible for the safety of the property or the exhibitor, his/her agents or employees, from theft, damage by fire, accident, or any other cause. Exhibitor is required to provide all insurance and/or policy riders to cover all booth contents.

**ARRANGEMENTS OF EXHIBITS:** Standard booth backgrounds and side rails, decorated with bengaline curtains and uniform two-line signs are provided without charge. Booth backgrounds are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear background of each booth, display material may be placed up to the height, not exceeding eight feet from the building floor. In any portion of the booth, beyond five feet from the rear background of the booth, all parts of the exhibit shall be placed, not to exceed four feet from the building floor. Peninsulas, perimeter booths and islands will be permitted to a maximum height of twelve feet, provided written approval is received from SCCAOR, at least 60 days prior to the Exposition. Exhibits not conforming to these specifications, or which, in design, operation, or otherwise, are objectionable in the opinion of the management, will be prohibited.