

2023 RULES & REGULATIONS

All exhibitors displaying at The Utility Expo to be held at the Kentucky Exposition Center in Louisville, Kentucky, from September 26-28, 2023, are required to complete a space application, execute the contract for space, and agree to all Rules & Regulations. Failure to follow Exhibit Rules & Regulations may result in cancellation of the right to exhibit. All exhibits shall conform to all federal, state, and local laws and regulations.

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DEADLINES WITHIN SHOW RULES & REGULATIONS

FRIDAY, AUGUST 12, 2022	RIORITY DEADLINE
FRIDAT, AUGUST 12, 2022	RIORITY DEADLINE

TUESDAY, MAY 9, 2023 REGISTRATION AND GENERAL HOUSING OPEN

WEDNESDAY MAY 31, 2023PAYMENT DEADLINE: BALANCE OF TOTAL COST OF

SPACE DUE

CANCELLATION DEADLINE: 50% OF TOTAL COST

REFUND

FRIDAY AUGUST 4, 2023 EXHIBITOR APPOINTED CONTRACTORS: EAC

REGISTRATION DUE

EXHIBITOR AND EAC CERTIFICATE OF INSURANCE'S

DUE

HANGING SIGNS: RIGGING PLOTS DUE OUTDOOR EXHIBITOR FLOOR PLANS DUE

INDOOR EXHIBITORS WITH 1,000 SF OR LARGER FLOOR

PLANS DUE

CRANE & AERIAL EQUIPMENT HEIGHTS DUE

MONDAY SEPTEMBER 4, 2023 DRONE REQUEST DUE

ANIMAL IN-BOOTH REQUEST DUE

PRE-SHOW & POST SHOW IN-BOOTH EVENT REQUEST

DUE

DEFINITIONS

CERTIFICATE OF INSURANCE

Exhibitors must provide Show Management with a <u>Certificate of Insurance</u> for workers' compensation and employers' liability, comprehensive general liability and automobile liability insurance.

CLEAN FLOOR POLICY

Exhibitors must have their stands completed and empty crates tagged and ready for removal no later than Monday, September 25, 2023, at 5:00pm. See <u>Clean Floor Policy</u> for more information.

MATERIAL HANDLING

Material handling is defined as unloading and reloading of all crated shipments from all trucks; delivery of crates to exhibit stands from marshaling areas and pick-up of same crates at the close of the show; handling of inbound and outbound shipments of exhibit materials to KEC and exhibit crate removal, storage and return to the exhibit stand at the close of the show. See Material Handling for more information.

EARLY TEAR DOWN

Any exhibitor who begins to dismantle or pack any part of their exhibit before the close of the Exposition at 2:00pm on September 28, 2023. See Closing Exhibit Stands Early for more information.

EQUIPMENT/SERVICES

Product (equipment or services) displayed by any exhibitors, which comply with the rules for eligibility

EXHIBIT SPACE

The indoor and outdoor areas at the Kentucky Exposition Center assigned to an exhibitor for the purpose of displaying eligible products and services based on qualifications and full payment of the said display area

EXHIBITOR APPOINTED CONTRACTOR

Referred to as an <u>EAC</u>, is a company other than the official contractor that provides exhibit services (e.g. Audio visual, I&D, floral, photography, etc.)

EXHIBITOR FLOOR PLAN

All outdoor exhibitors and any indoor exhibitors with an exhibit space of <u>1,000 square feet or larger</u> must submit a detailed floor plan that includes the dimensions and descriptions of all structures in the exhibit including signs, offices, walls, drapes and products to be displayed.

EXHIBITOR SERVICE MANUAL

Online tool created by Show Management containing general show information, labor/service order forms, rules and regulations and other information pertinent to an exhibitor's participation in the exposition. See Exhibitor Service Manual for more information.

THE UTLITY EXPO

Referred to as the Exposition

IN-BOOTH EVENT

An In-Booth Event consists of any entertainment, sales meetings, customer/dealer meetings, press events, product launches, education, or other event that takes place outside of regular booth operations. See In-Booth Events for more information.

KENTUCKY EXPOSITION CENTERTo be referred hereafter as KEC, which includes all indoor facilities,

parking lots, marshaling areas and exhibit areas.

PRIORITY ASSIGNMENT PROCESS Period before First Come, First Served, where exhibitors

submitting their space application and deposit that have enough priority points are given the opportunity to choose their space in order of priority number. See Assignment of Exhibit Space for

more information.

PRODUCT CATEGORY(S) Exhibit space will be divided by product types chosen by Show

Management. See Exhibit Space Assignment Process for more

information.

SERVICE VEHICLE Vehicle designated for the use in repairing, maintaining or

operating of any structures or equipment within your booth display that is allowed to stay on the grounds during show hours.

See <u>Service Vehicles</u> for more information.

SHOW MANAGEMENT The producer of The Utility Expo, the Association of Equipment

Manufacturers (AEM)

GENERAL SHOW INFORMATION

EXPOSITION LOCATION, DATES & TIMES

The Utility Expo will be held at the Kentucky Exposition Center in Louisville, Kentucky and the dates and exhibit hours will be:

 September 26, 2023
 8:30 a.m. - 5:00 p.m.

 September 27, 2023
 8:30 a.m. - 5:00 p.m.

 September 28, 2023
 8:30 a.m. - 2:00 p.m.

VENUE ADDRESS

Kentucky Exposition Center 937 Phillips Lane Louisville, KY 40209

INSTALLATION & DISMANTLING SCHEDULE

The following schedule represents the installation and dismantling periods for The Utility Expo. These hours are standard hours for installation. Exhibitors can have access to their stands 24 hours per day only if given permission in advance by Show Management.

INSTALLATION SCHEDULE

 September 13-20, 2023
 8:00 a.m. to 6:00 p.m.
 Outdoor Areas

 September 21-24, 2023
 7:00 a.m. to 6:00 p.m.
 Indoor Halls

 September 25, 2023
 7:00 a.m. to 8:00 p.m.
 Indoor Halls

DISMANTLING SCHEDULE

September 28, 2023 September 29, 2023 2:00 p.m. to 9:00 p.m. 7:00 a.m. to 7:00 p.m.

All Areas

If additional dismantling time is needed, submit a request to Show Management Operations at operations@theutilityexpo.com

TARGET INSTALLATION DATES

Show Management will publish a target move-in schedule in the Exhibitor Service Manual. Target dates will be based on booth size, equipment, and location on the show floor. Exhibitors wishing to change their target date will need to submit a request to Show Management Operations at operations@theutilityexpo.com. Every attempt will be made to accommodate requests.

CLEAN FLOOR POLICY

A clean floor policy will be implemented for The Utility Expo at **5:00 p.m. on Monday, September 25, 2023**. All crates must be labeled and ready for pick up by in all halls and lots. Crates not labeled and materials remaining unattended after 5:00 p.m. on September 25, 2023 may be placed in storage at the discretion of Show Management. Labor and material handling charges will apply if this policy is not met.

All aisles must be 100% clean of product, ladders, gang boxes or any other items that may impede the final aisle clean up by 5:00 p.m. on Monday, September 28, 2023.

DISMANTLING RULES

Show Management reserves the right to dismantle, store or clear from the premises any display materials, equipment, property or merchandise of an exhibitor who has failed to remove the materials from the exhibit area at the conclusion of the dismantling period at **7:00 p.m. on September 29, 2023**. All storage, handling and other charges incurred for the removal of materials will be the responsibility of the exhibitor. Exhibitors requesting the scrapping of any exhibit materials, crates, etc. will be the responsible for any charges incurred from removing these materials.

Any exhibitor dismantling before the official show close at 2:00 p.m. on September 28, 2023, will be responsible for the charges incurred from violating the Early Tear Down rule.

SHIPPING & MATERIAL HANDLING PROCEDURES

MATERIAL HANDLING

Material handling charges are NOT included in your exhibit space costs. Rates depend on the date in which your shipment arrives and the shipment service utilized. All shipment service options will be detailed in the Exhibitor Service Manual.

The Kentucky Exposition Center (KEC) serves as the official material handling (drayage) contractor for **indoor exhibitors only**. Material handling is defined as:

- Unloading and reloading of all crated shipments from all trucks
- Delivery of crates to exhibit stands from marshaling areas and pick-up of same crates at the close of the show
- Handling of inbound and outbound shipments of exhibit materials to KEC
- Exhibit crate removal, storage and return to the exhibit stand at the close of the show

For more information regarding material handling, please contact the KEC team at (502) 367-5321.

SHIPPING LABELS

Exhibitors are welcome to utilize the shipping labels provided in the Exhibitor Service Manual or create their own. Labels must include the following:

- Name of Show: The Utility Expo
- Booth Number
- Company Name
- Phone Number
- Kentucky Exposition Address:

C/O Kentucky Exposition Center 937 Phillips Lane Louisville, KY 40209

MARSHALLING YARD

Show Management utilizes an on-site marshalling yard to coordinate shipments and deliveries. All carriers must check in to the marshalling yard first before the delivery can be released for booth delivery or dock access after clearance from the appropriate hall and/or lot manager.

PRIVATELY OWNED VEHICLES

Privately Owned Vehicles (POV) can be loaded and unloaded by exhibitors at no charge. POVs must check in at the marshalling yard to gain dock access.

POVs includes automobiles, pickup trucks, minivans, full size vans, and sport utility vehicles. This does not include flatbed trucks, box vans, or trailers.

RECEIVING SHIPMENTS

Material handling charges will be applied to all shipments received by KEC.

- Charges are the responsibility of the exhibitor for whom the shipment is addressed.
- Material handling will be based on the incoming weight only.
- KEC will deliver the shipment to the exhibit stand as labeled, based on the installation schedule.
- KEC will not be responsible for shipments after they have been delivered to the exhibit stand.

EMPTY CRATE STORAGE AND RETURN

KEC will provide storage labels for empty crates. It is the exhibitor's responsibility to fill out the labels and affix the label to the crate. KEC will remove and store the empty crates during the show and return crates after show closes.

OUTBOUND SHIPMENTS

KEC will move shipments from exhibitors' booth onto the outbound carrier. It is the exhibitor's responsibility to contract carriers. Show Management will recommend a carrier in the Exhibitor Service Manual.

- KEC will have shipping labels, bills of lading and shipping information available prior to the dismantling period.
- Exhibitors are responsible for packing, labeling and returning completed bill of lading to the Exhibitor Services
 Desk.

Shipments not picked up by **4:00 p.m. on Saturday, September 30, 2023** will be shipped via the official carrier at the exhibitor's expense.

BILL OF LADING

The bill of lading should contain the following information:

- Number of pieces
- Type of merchandise
- Certified weight

KEC will not release exhibitor shipments to carriers without the proper bill of lading turned in at the Exhibitor Service Desk.

If you utilized a POV and hand carried your materials, a bill of lading is not required.

EXHIBITOR DATA

To provide the services to you in accordance with these terms, AEM is authorized to use the personal data you provide to us for your employees, workers and other agents in accordance with our privacy and cookies policy. AEM takes its data privacy responsibility seriously and you authorize us to use and process personal data in accordance with our Privacy and Cookies Policy from time to time.

You must: (i) provide us with accurate contact details for your employees, workers and other agents; (ii) keep us informed of any updates that need to be made to such contact details; and (iii) notify the relevant employees, workers and other agents that we will process their personal data in order to fulfill our contractual obligations with you and advise them of our privacy policy.

Exhibitor grants AEM access to all data (service, quantity, spend, etc.) for exhibitor's purchase of services from the show service providers for the confidential internal use by AEM and its consultants in analyzing and evaluating show services. Exhibitor authorizes show service providers to give access to exhibitor's data for use as stated above.

FAILURE TO HOLD EXPOSITION

Should any contingencies prevent the holding of the Exposition, Show Management will return such portion of the exhibit space payment as may be determined to be equitable by The Utility Expo Show Management. Should any contingencies require the moving or postponement of the Exposition, no refunds will be made.

EXHIBITOR REPRESENTATIVE

Each exhibitor will be required to appoint at least one individual authorized to represent their company in all dealings with Show Management. Each exhibitor will furnish Show Management with the name of its official representative at the time it submits its space application.

This representative shall be authorized to enter service contracts as may be necessary and for which the exhibitor shall be responsible. It is the responsibility of the exhibitor to notify Show Management with the name of another representative if the primary representative is unavailable.

EXHIBITOR SERVICE MANUAL

The online Exhibitor Service Manual will be on The Utility Expo website and contain all necessary information and forms for services as well as registration, hotel room blocks, official function schedules, etc.

EDUCATION PROGRAMS

Show Management plans to conduct education programs for visitors in conjunction with The Utility Show. Exhibitors can attend these programs but must pay all education fees, which will be available for purchase in the Exhibitor Service Manual.

ELIGIBILITY & EXHIBIT SPACE

ELIGIBILITY

Exhibitors must manufacture equipment, components, parts and accessories or provide services related to the construction and maintenance of systems, grounds, and rights-of-ways by the following utilities: telephone, electric power, gas, water, sewer, cable TV, street lighting, and traffic signals.

DISTRIBUTORS & RENTAL HOUSES

Distributors, rental houses and product support providers can display equipment, components, parts and accessories if the Original Equipment Manufacturer (OEM) is a current exhibitor in The Utility Expo. Master distributors can display equipment, components, parts, and accessories of non-exhibiting companies if they are the sole U.S. distributor to a non-U.S. manufacturer.

AEM MEMBERSHIP INFORMATION

To be eligible for member prices, applicants must adhere to the following guidelines:

- Those exhibitors who in subsequent years fail to adhere to the membership guidelines for any reason will be invoiced at the adjusted non-member amount.
- Companies who exhibited in The Utility Expo 2021 as AEM members must be current in their membership for 2022 and must be members in good standing for 2023.
- Companies joining AEM after The Utility Expo 2021 must have at least 2 years of membership dues paid in full prior to the Exposition.
- Companies who join AEM after 2022 will be credited for future dues. Dues payments made for future years of membership are to be based on the company's last full year of sales of eligible products or services. Dues monies prepaid for future years to qualify a company for The Utility Expo 2023 member discount are nonrefundable.
- Only equipment utilized as part of the total sales volume which determines the AEM member's dues category
 may be exhibited using the space rate for members. A member exhibiting qualifying products which are not
 used to determine the member's dues category may be exhibited. The non-member space rate will be charged
 for the entire exhibit space if such products occupy 50 percent or more of the exhibit space.

INTERNATIONAL PAVILIONS

Show Management may in its discretion make International Pavilion exhibit space available to a non-U.S. construction industry manufacturer trade organization for resale to the organization's members. The organization and each of its exhibitors in an International Pavilion shall be subject to, and shall agree to comply with, these Exposition rules and regulations and the guidelines for International Pavilion Organizers, including but not limited to the eligibility requirements and exhibiting only qualifying products. Show Management may in its sole discretion limit the overall size of an International Pavilion and the maximum size of any exhibit space within an International Pavilion.

EXHIBIT SPACE COST AND PAYMENT SCHEDULE

COST OF EXHIBIT SPACE

The cost of exhibit space is based on the desired amount of square footage multiplied by the appropriate rate.

PRIORITY RATES

Priority rates effective May 2, 2022 through August 12, 2022.

	INDOOR EQUIPMENT 800 SF minimum	INDOOR STANDARD	(10,000 SF or	OUTDOOR (10,001 SF or more)
AEM Member	\$14.35	\$19.15	\$2.85	\$2.35
Non-Member	\$20.45	\$27.25	\$4.90	\$4.90

Indoor equipment rate is for exhibitors who have an exhibit with 75% or more of mobile equipment.

POST-PRIORITY RATES

Post-priority rates begin August 13, 2022 through the duration of the show.

EXHIBIT SPACE	INDOOR EQUIPMENT 800 SF minimum	INDOOR STANDARD	(10,000 SF or	OUTDOOR (10,001 SF or more)
AEM Member	\$14.65	\$19.55	\$2.90	\$2.40
Non-Member	\$21.25	\$28.30	\$5.15	\$5.15

Indoor equipment rate is for exhibitors who have an exhibit with 75% or more of mobile equipment.

PAYMENT SCHEDULE

Payment can be made via check, wire transfer, ACH deposit, or credit card. Credit card payments are accepted for exhibit spaces that total less than \$50,000. Checks for exhibit space must be made payable to AEM Tradeshows and must be in U.S. funds or a draft drawn from a U.S. bank. The following payment schedule must be followed:

- A deposit of 50% of the total exhibit space cost is due with application. This is nonrefundable. Applications are not valid without the required deposit.
- Balance of the total cost of space due May 31, 2023
 - Applications received on or after May 31, 2023 must be accompanied by the full payment for the exhibitspace.
 - Show Management reserves the right to cancel the space if not paid in full by June 1, 2023.

EXHIBIT SPACE SIZE

Space requests may be made in 10-foot increments with a minimum requirement of 100 square feet (Example 10 X 10, 10 X 20, etc.). Outdoor exhibit space requests have a minimum of 1,200 square feet.

EXHIBITOR PACKAGE PLAN

The cost of exhibit space includes the following Exhibitor Package Plan, which will reduce the cost to exhibit and add value to your investment:

- Standard/Inline booths will be furnished at no charge with an 8-foot-high drape background and 3-foot-high side drape partitions.
- Exhibitor Marketing Kit provides exhibitors customizable assets, which includes direct mail, email templates, social media graphics, and show banner ads. Exhibitor marketing kit will be available in Spring 2023.
- Exhibitor Education designed to help improve ROI, highlight key show services and deadlines. Visit the Exhibitor Education tab on the show website for more details.
- Dedicated Customer Service team available Monday Friday, 8:00a.m. 4:00p.m. CST:

Email: exhibitors@aem.org

Domestic: 414-272-0943

International: 866-236-0442

Basic searchable Online Directory

• Perimeter security of exhibit areas

SPACE REDUCTION POLICY

- Any company decreasing its space before June 1, 2023, must pay at least the 50% deposit of the original space, regardless of the new space cost. If the new space cost is less than the original 50% deposit, the exhibitor will not be refunded the difference between the new space cost and the original 50% deposit. Overpayments beyond the 50% will be refunded if the reduction occurs before June 1, 2023.
- Any company reducing its space on or after June 1, 2023, will not receive a refund.

CANCELLATION POLICY

Any notice of cancellation of exhibit space by an exhibitor must be made in writing to Show Management. This cancellation policy does not depend upon whether the exhibit space is re-sold or re-assigned.

- At no time will the deposit (50% of space cost) be refunded or credited elsewhere to an exhibitor canceling its space.
- Any company paid in full canceling its exhibit space before May 31, 2023 automatically loses the initial 50% deposit. The remaining balance paid to The Utility Expo will be refunded.
- Any company canceling its exhibit space on or after June 1, 2023 will not receive any refund due to the late date in which Show Management was informed of the cancellation.

	On or Before May 31, 2023	On or After June 1, 2023
50% Deposit	No Refund	No Refund
100% Payment	50% Refund	No Refund

NATURE OF SPACE ASSIGNMENT

The assignment of space to an exhibitor is not to be construed as a leasing of property. It is merely the granting to the exhibitor of a license to enter upon the designated space for the sole purpose of exhibiting products in conformity with these Rules and Regulations and subject to the terms of certain leases between the KEC as lessors, and Show Management, as lessee, for the period of The Utility Expo.

ASSIGNMENT OF EXHIBIT SPACE

PRIORITY FORMULA

The Priority Formula is used to assign exhibit space:



DEFINITION OF YEARS OF MEMBERSHIP

Show Management chooses the company/division with the greatest number of years as an AEM member. An exhibitor must be a current member in good standing with AEM in order to have its years of membership used in calculating the membership number.

DEFINITION OF PAST PARTICIPATION NUMBER

Show Management uses the total square footage purchased by an exhibitor for The Utility Expo 2021. If a company acquired another company(s), the parent company can use the newly acquired company(s) space.

EXHIBIT SPACE ASSIGNMENT PROCESS

Exhibitors who submit applications and deposits prior to **August 12, 2022,** will be a part of the Priority Assignment Process. The first assignment of exhibit space priority will be based on the above-mentioned priority formula and the designated product concentration areas. The process is as follows:

- Exhibitors requesting outdoor space that have 1) submitted their applications and 50% deposits by August 12, 2022, AND 2) have 10 priority points or more will be assigned a date/time to select their space location within their product group.
- Exhibitors requesting indoor space with 400 square feet or larger, have 1) submitted their applications and 50% deposits by August 12, 2022, AND 2) have 10 priority points or more will be assigned a date/time to select their space location within their product group.
- Indoor exhibitors requesting less than 400 square feet that have submitted their applications and 50% deposits by August 12, 2022, will be assigned space based on their priority number.
- After August 12, 2022, any exhibitors who return their application and 50% deposit will be assigned on a first come, first served basis.

All exhibit space assignments will be made by The Utility Expo Show Management. Every attempt will be made to accommodate space requests, including the preferred product concentration area and space dimensions. Show Management reserves the right to reassign exhibitors during show planning.

REMANUFACTURED AND USED EQUIPMENT

Remanufactured equipment and components may be exhibited by the Original Equipment Manufacturer (OEM) of that product or products for the purpose of showing the role of remanufacturing in the OEMs business. Exhibitors may not exhibit in their space any used equipment, except, (1) remanufactured equipment as explained above or (2) equipment produced by the exhibiting company that has a historical theme or background.

SUBLEASING OF EXHIBIT SPACE

The exhibitor agrees to not reassign, grant, sublease or license the use of space, or any part thereof allotted to them. Exhibitors are not permitted to display separately in their space any equipment, components or products built by non-

exhibiting manufacturers or other non-qualifying divisions of exhibiting manufacturers (hereafter "non-exhibiting manufacturers").

If a component made by a non-exhibiting manufacturer is normally furnished as an integral part of the equipment being exhibited, the exhibitor of the equipment may include the component but cannot call any special attention to it. If equipment made by a non-exhibiting manufacturer is normally furnished as an integral part of the component being exhibited, the exhibitor of the component may include the equipment but cannot call special attention to it. In either case, the exhibitor shall pay the non-member space rate for that portion of the exhibit space occupied by the non-exhibiting manufacturer's product, except if the non-exhibiting manufacturer's equipment product occupies 50% or more of the exhibit space, then the non-member space rate will be charged for the entire exhibit space.

SHARED EXHIBITS

Exhibitors must notify Show Management of their intent to share their allocated space. If an exhibitor does not notify Show Management, Show Management will act as described under the Penalties for Violation of Exposition Rules.

EXHIBITS

Exhibitors are permitted only in the official exhibit areas of the Exposition.

NO OTHER EXHIBITS

The Utility Expo exhibitors will not exhibit or participate in any exhibit within 100 miles of Louisville during the period of the Exposition or product demonstration hours.

NO HOTEL EXHIBITS

The Louisville hotels have entered into signed agreements with Show Management to not: (1) rent or assign any public space or sleeping rooms for exhibit purposes at any time during the official Exposition Days (2) permit the use of any public space or sleeping rooms for entertainment purposes or press conferences during the hours of the official Exposition Days.

STORAGE AND PACKING MATERIALS

Exhibit crate removal, storage, and return to the exhibit stand at the close of the Show are included in <u>material handling</u> rates. Empty stickers will be available at the Exhibitor Services Desks. It is recommended that exhibitors attach two stickers per piece that will be placed in storage. All flammable packing materials such as paper, straw, etc. must be totally enclosed in containers. Materials not complying with these requirements will be considered refuse and disposed of by the cleaners.

UNOCCUPIED EXHIBIT SPACE

Should an exhibitor's space remain unoccupied after **5:00 pm on Monday, September 25, 2023**, Show Management reserves the right to resell the previously assigned exhibit space to another exhibiting company or utilize the space as it may see fit.

RELOCATION OF EXHIBITS

Show Management reserves the right to alter the location of exhibits as shown on the official floor plan, if deemed advisable and in the best interest of the Exposition.

EXHIBITOR APPOINTED CONTRACTOR

An Exhibitor Appointed Contractor (EAC) is any company other than the designated official contractors that provide services such as display installation and dismantling, models, florists, photographers, audio visual firms, etc. and need access to your exhibit any time during installation, Exposition dates or dismantling.

RULES & REGULATIONS

If the exhibitor wishes to use an EAC, the following rules and regulations must be adhered to by the exhibitor and the EAC. THESE RULES WILL BE STRICTLY ENFORCED. The exhibitor must complete the EAC Registration form in the Exhibitor Service Manual. Also, the exhibitor must inform whether this contractor is authorized to order Exposition services on the exhibitor's behalf by following the steps below.

- 1. Exhibitors must return the completed EAC Registration form in the Exhibitor Service Manual by August 4, 2023.
- 2. The EAC shall refrain from placing an undue burden on the Official Contractors by interfering, in any way, with the official contractor's work.
- 3. The EAC will not solicit business on the Exposition floor at any time, including installation, Exposition dates and dismantling.
- 4. The EAC is responsible for adhering to all rules and regulations requiring badging. See Admission to Exhibits section for more detail.
- 5. If the EAC, in any way, disrupts the orderly conduct of business of any of the official contractors, or impairs the smooth installation and dismantling of the exposition, the EAC will immediately cease such disruption or be removed from the exposition site. Show Management will have the final decision in such instances.

In performing work for their clients, the EAC shall cooperate fully with the Official Contractors and shall comply with existing labor regulations or contracts as determined by the commitments made and obligations assumed by Show Management in any contracts with the Official Contractors. Failure to comply with these regulations will result in refusal or loss of authorization to perform services and immediate removal from the Exhibit site.

Show Management has entered into an agreement with Exhibitor Appointed Contractor's Association to screen and vet all Exhibitor Appointed Contractors. Information on registering Exhibitor Appointed Contractors will be available in the Exhibitor Service Manual.

INSURANCE REQUIREMENTS FOR EXHIBITOR APPOINTED CONTRACTORS

Exhibitor Appointed Contractors must provide Show Management with a Certificate of Insurance for workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance. The policy must provide the minimum limits listed below:

- 1. The workers' compensation and employers' liability insurance must provide a minimum limit of \$500,000 and meet the requirements in the Commonwealth of Kentucky.
- 2. Comprehensive general liability coverage must provide at least \$1 million/\$2 million in coverage.
- 3. Automobile liability should include all owned, non-owned, and hired vehicles with limits of \$500,000 bodily injury and \$500,000 property damage liability.

The Exhibitor Appointed Contractor should name the Association of Equipment Manufacturers and the Kentucky Exposition Center and Fern Decorating Company as additional insureds.

Show Management must receive the Certificate of Insurance by August 4, 2023.

If you have questions pertaining to the Certificate of Insurance requirements, please contact Show Management Operations at operations@theutilityexpo.com. The Certificate of Insurance can be emailed to sales@rainprotection.net or either mailed or emailed to Show Management at:

MAIL: 6737 W. Washington Street, Suite 2400

Milwaukee, WI 53214

Attention: Operations Department

EMAIL: operations@theutilityexpo.com

BUILDING & OPERATING YOUR STAND

EXHIBIT DESIGN & USE OF EXHIBIT SPACE

These rules and regulations are designed to allow each exhibitor the opportunity to maximize the use of its space without infringing on the ability of the surrounding exhibitors to maximize use of their space. **All exhibits** must adhere to the following rules:

- No portion of a machine, product or display piece may extend beyond the boundaries of the exhibitor's assigned exhibit space.
- All machinery must be **set back 6 inches from all aisles** for safety purposes.
- Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to a nearby exhibitor's stand shall be suspended for any period specified by Show Management.
- An Exhibitor Representative is required to be present in the exhibit stand during all exhibition hours from September 26-28, 2023.

Please contact Show Management Operations for more information on Exhibit Design & Use of Exhibit Space at operations@theutilityexpo.com.

STANDARD EXHIBITS

DEFINITION

Standard exhibits are defined as exhibits with a **depth of less than 20 feet** regardless of if they are inline or perimeter (open on one side to the aisle), corner (open on two sides to the aisle) or peninsula (open on three sides to the aisle) configuration. For example, 10x10, 10x20, 10x30, etc.

HEIGHT

Exhibit materials, components and identification signs will be **permitted to a maximum height of 10 feet or 3 meters** (there is no height limit for product and/or machinery).

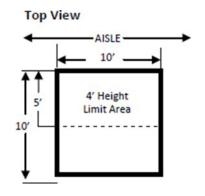
NOTE: Ceiling heights for the Kentucky Exposition Center will be published in the Exhibitor Servicer Manual for each area.

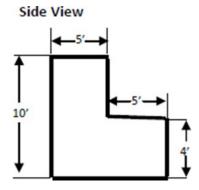
Exhibitors are **required to have a plain finished back wall** (standard drape is 8 feet high). Company identification and/or graphics are not allowed on the back wall facing the neighboring exhibitor.

NOTE: Standard booths are furnished, at no charge, with 8-foot-high drape background and 3-foot-high drape side partitions. 10-foot drape can be purchased for an additional cost through the Exhibitor Service Manual. Drape provided for these booths is considered a "finished backwall".

DEPTH

There is a **5-foot setback** for booth materials above 4 feet in height for solid objects (Items such as truss columns are generally accepted as they usually do not interfere with sight lines). No signage may face into an adjoined exhibit within 5 feet of the neighboring exhibit.





HANGING SIGNS

Hanging signs or hanging truss are **NOT** permitted in Standard Exhibits.

CORNER EXHIBITS (WITH A DEPTH OF 20 FEET OR MORE)

DFFINITION

Corner exhibits are defined as an exhibit located on a corner (two sides open to aisles) with a **depth of 20 feet or more** totaling 400 square feet or more.

HEIGHT

Exhibit materials, components and identification signs will be **permitted to a maximum height of 15 feet or 4.5 meters.**There is no height limit for product and/or machinery.

NOTE: Ceiling heights for the Kentucky Exposition Center will be published in the Exhibitor Servicer Manual for each area.

Exhibitors are **required to have a plain finished back wall** (standard drape is 8 feet high). Company identification and/or graphics are not allowed on the back wall facing the neighboring exhibitor.

NOTE: Corner booths are NOT furnished with drape by Show Management. Drape will be available for purchase through the Exhibitor Service Manual.

DEPTH

Exhibits can be arranged based on the cubic content concept. Cubic content is defined as the ability to utilize the total contracted exhibit space within the 15-foot or 4.5-meter height restriction.

HANGING SIGNS

Hanging signs and/or graphics are permitted for Corner exhibits and can be hung at an unlimited height.

Hanging signs and/or graphics must be hung at least 5 feet from neighboring exhibits on all sides.

Exhibitors are fully responsible for all costs associated with rigging installation/dismantle of their hanging signs above their exhibits. Due to liability, all hanging sign assembly and rigging must be arranged through the Exposition's Service Contractor.

Structural Integrity / KEC Rules

The maximum weight for hanging signs is 3,000 pounds on the major trusses with a limit of 1,500 pounds on the bar joints. 500 pounds can be at a single point with three points possible.

Any rigging or hanging must be from structural steel only.

NOTE: Hanging is strictly prohibited from sprinkler lines, water, gas, or air lines, HVAC ductwork, electrical BUSS ducts or any other line. Items found hanging on these prohibited structures will be removed at the exhibitor's expense.

Hanging signs from the structural steel will require approval from Facility Management. Submit complete rigging plots by **August 4, 2023** to Jessica.Letson@kyvenues.com.

PERIMETER EXHIBITS (WITH A DEPTH OF 20 FEET OR MORE)

DEFINITION

Perimeter exhibits are defined as an exhibit located against a wall (one side open to the aisle) with a depth of 20 feet or more totaling 400 square feet or more.

HEIGHT

Exhibit materials, components and identification signs will be **permitted to a maximum height of 15 feet or 4.5 meters.**There is no height limit for product and/or machinery.

NOTE: Ceiling heights for the Kentucky Exposition Center will be published in the Exhibitor Servicer Manual for each area.

Exhibitors are **required to have a plain finished back wall** (standard drape is 8 feet high). Company identification and/or graphics are not allowed on the back wall facing the neighboring exhibitor.

NOTE: Perimeter booths are NOT furnished with drape by Show Management. Drape will be available for purchase through the Exhibitor Service Manual.

DEPTH

Exhibits can be arranged based on the cubic content concept. Cubic content is defined as the ability to utilize the total contracted exhibit space within the 15-foot or 4.5-meter height restriction.

HANGING SIGNS

Hanging signs and/or graphics are permitted for Perimeter exhibits and can be hung at an unlimited height.

Hanging signs and/or graphics must be hung at least 5 feet from neighboring exhibits on all sides.

Exhibitors are fully responsible for all costs associated with rigging installation/dismantle of their hanging signs above their exhibits. Due to liability, all hanging sign assembly and rigging must be arranged through the Exposition's Service Contractor.

Structural Integrity / KEC Rules

The maximum weight for hanging signs is 3,000 pounds on the major trusses with a limit of 1,500 pounds on the bar joints. 500 pounds can be at a single point with three points possible.

Any rigging or hanging must be from structural steel only.

NOTE: Hanging is strictly prohibited from sprinkler lines, water, gas, or air lines, HVAC ductwork, electrical BUSS ducts or any other line. Items found hanging on these prohibited structures will be removed at the exhibitor's expense.

Hanging signs from the structural steel will require approval from Facility Management. Submit complete rigging plots by **August 4, 2023** to Jessica.Letson@kyvenues.com.

PENINSULA EXHIBITS (WITH A DEPTH OF 20 FEET OR MORE)

DEFINITION

Peninsula exhibits are defined as an exhibit that is open on three sides to the aisle, with a depth of 20 feet or more totaling 400 square feet or more and shares a common back wall with another exhibiting company.

HEIGHT

Exhibit materials, components and identification signs will be **permitted to a maximum height of 20 feet or 6 meters.**There is no height limit for product and/or machinery.

NOTE: Ceiling heights for the Kentucky Exposition Center will be published in the Exhibitor Servicer Manual for each area.

Exhibitors are **required to have a plain finished back wall** (standard drape is 8 feet high). Company identification and/or graphics are not allowed on the back wall facing the neighboring exhibitor.

NOTE: Peninsula booths are NOT furnished with drape by Show Management. Drape will be available for purchase through the Exhibitor Service Manual.

DEPTH

Exhibits can be arranged based on the cubic content concept. Cubic content is defined as the ability to utilize the total contracted exhibit space within the 20-foot or 6-meter height restriction.

HANGING SIGNS

Hanging signs and/or graphics are permitted for Peninsula exhibits and can be hung at an unlimited height.

Hanging signs and/or graphics must be hung at least 5 feet from the back of the booth to avoid encroaching on the neighboring exhibitor's booth.

Exhibitors are fully responsible for all costs associated with rigging installation/dismantle of their hanging signs above their exhibits. Due to liability, all hanging sign assembly and rigging must be arranged through the Exposition's Service Contractor.

Structural Integrity / KEC Rules

The maximum weight for hanging signs is 3,000 pounds on the major trusses with a limit of 1,500 pounds on the bar joints. 500 pounds can be at a single point with three points possible.

Any rigging or hanging must be from structural steel only.

NOTE: Hanging is strictly prohibited from sprinkler lines, water, gas, or air lines, HVAC ductwork, electrical BUSS ducts or any other line. Items found hanging on these prohibited structures will be removed at the exhibitor's expense.

Hanging signs from the structural steel will require approval from Facility Management. Submit complete rigging plots by **August 4, 2023** to Jessica.Letson@kyvenues.com.

ISLAND EXHIBITS

DEFINITION

Island exhibits are defined as an exhibit that is open on all sides to the aisle.

HEIGHT

Exhibit materials, components and identification signs will be **permitted to a maximum height of 20 feet or 6 meters.**There is no height limit for product and/or machinery.

NOTE: Ceiling heights for the Kentucky Exposition Center will be published in the Exhibitor Servicer Manual for each area.

DEPTH

Exhibits can be arranged based on the cubic content concept. Cubic content is defined as the ability to utilize the total contracted exhibit space within the 20 foot or 6 meter height restriction.

HANGING SIGNS

Hanging signs and/or graphics are permitted for Island exhibits and can be hung at an unlimited height.

Hanging signs and/or graphics can be placed on the booth line on all sides of the exhibit.

Exhibitors are fully responsible for all costs associated with rigging installation/dismantle of their hanging signs above their exhibits. Due to liability, all hanging sign assembly and rigging must be arranged through the Exposition's Service Contractor.

Structural Integrity / KEC Rules

The maximum weight for hanging signs is 3,000 pounds on the major trusses with a limit of 1,500 pounds on the bar joints. 500 pounds can be at a single point with three points possible.

Any rigging or hanging must be from structural steel only.

NOTE: Hanging is strictly prohibited from sprinkler lines, water, gas, or air lines, HVAC ductwork, electrical BUSS ducts or any other line. Items found hanging on these prohibited structures will be removed at the exhibitor's expense.

Hanging signs from the structural steel will require approval from Facility Management. Submit complete rigging plots by **August 4, 2023**to Jessica.Letson@kyvenues.com.

PIPE & DRAPE

Standard booths will be furnished at no charge with 8-foot-high drape background and 3-foot-high drape side partitions. Due to the nature of peninsula, perimeter, corner and island booths, all with a depth of 20 feet or more, will not be furnished with back drape or side drape partitions.

TOWERS

A tower is considered a freestanding exhibit component separate from the main exhibit fixture that is used for identification and display purposes only.

- a.) Towers will be permitted to a height and depth that correspond to the height regulations for the appropriate exhibit configuration of which they are a part.
 - For example, towers that are part of a peninsula exhibit will not exceed 20 feet in height.
- b.) All towers in excess of 12 feet (3.66m) must have drawings available for inspection by Show Management and the Official Service Contractor during the time the tower is being erected, exhibited and dismantled at the Exposition site.

The plans must include a signature or stamp of a reviewing structural engineer indicating that the structure designed is properly engineered for its proposed use. 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 must also be included.

OUTDOOR HEIGHT REGULATIONS

Due to the location of the Kentucky Airport and the Kentucky Exposition Center there is a **100-foot height limit**.

Any exhibitors displaying cranes or aerial work platforms must submit a detailed floor plan that includes the height of all booms and jibs to ensure they do not interfere with airport flight paths. Submit floor plans to Show Management Operations at operations@theutilityexpo.com on or before **August 4, 2023**.

SIGNS ON EXHIBITS OR PRODUCTS

All signs should be planned in good taste so as not to be offensive to visitors or other exhibitors, must not be hazardous and must be within the confines of the exhibit space.

INDOOR

No company sign or advertising indoor shall be displayed on exhibits and/or products at a height that exceeds the height regulations for the exhibitor's space as explained in the Exhibit Design & Use of Exhibit Space section.

NOTE: The only exceptions to this are the exhibitor or customer's name that is permanently affixed to the equipment, trademarks, or the exhibitor/customer logo.

OUTDOOR

Due to the convention center's proximity to the airport, there is a **100-foot height restriction** on all signs, flags, balloons, etc. in the outdoor exhibit areas.

NOTE: Any balloon type signage must be tethered in the exhibitor's booth and must be brought down to ground level at the end of each show day. See Inflatable Objects for more information.

EQUIPMENT SALES, SOLD SIGNS & CUSTOMER NAMES

An exhibitor may receive orders for or sell its equipment during the Exposition and shall be responsible for collecting and paying any applicable local, state, and federal taxes and obtain any necessary licenses needed to sell merchandise.

No "SOLD" signs, "FOR SALE" signs or signs listing the price are allowed to be displayed on products. Permanently affixed customer names may be included on products but are limited to eligible products and cannot be included on any signs or literature.

DEFACING OF BUILDING OR EXHIBIT FACILITIES

Each exhibitor is liable for any defacing or damage from their own acts to the exhibit building or exhibits facilities. Any damages will be charged directly to the exhibitor. The following is NOT permitted:

- Painting of the floor in exhibit spaces and
- Floor coverings that are attached or adhered (except carpet tape) in any manner whatsoever
- Paint, lacquer, adhesive, or any other coating to building columns or floors

INDOOR

The portion of any columns that are entirely within the limits of an exhibit space may be covered by the exhibitor but must meet the height guidelines stated within these rules. All column covers must be approved by KEC and Show Management. Submit plans to Show Management Operations at operations@theutilityexpo.com on or before **August 4**, **2023**.

OUTDOOR

Outdoor exhibitors displaying or demonstrating equipment must leave the grounds in the original condition. Exhibitors will be responsible for any damage and/or restoration costs determined by KEC caused by their display or demonstration.

INFLATABLE OBJECTS

INDOOR

No inflatable objects of any kinds will be permitted indoor at KEC.

OUTDOOR

Helium filled balloons and other inflatable objects are permitted in outdoor spaces if the objects are within the confines of the assigned space and do not exceed the **100-foot height limit**.

- Helium gas cylinders for refilling must be secured in an upright position on safety stands with the regulators and gauges protected from damage.
- Overnight storage of helium or compressed air cylinders in the building is prohibited.

Any inflatable objects must be securely tethered/anchored in the exhibitor's booth and must be brought down to ground level at the end of each show day.

No hot air balloons will be permitted.

DRONE POLICY

The drone policy for The Utility Expo is enforced by Show Management and the Kentucky Exposition Center.

DEFINITION

A Drone or Unmanned Aerial Vehicle (UAV) is defined as a "powered, aerial vehicle that does not carry a human operator, uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, can be expendable or recoverable, and can carry a payload."

APPROVAL PROCESS

To ensure the safety of all exhibitors and attendees, a written request must be sent to operations@theutilityexpo.com for review and approval from Show Management and the KEC.

The request needs be submitted by **September 4, 2023** and include the following:

- Name of pilot operating the drone
- Pilot's experience level and other events they have flown the drones
- Type of aircraft (Quad Copter, Helicopter, Airplane, etc.) and make and model
- Frequency used
- Proposed payload and payload weight
- Time(s) the drone will be in operation
- Location(s) the drone will be operated

If a Lessee would like to attempt to fly the drone outside of the building, The FAA approval must be secured and presented to the facility management.

Show Management reserves the right to deny any exhibitor, vendor, or attendee the use of the drone if in our sole discretion it's deemed unsafe or interferes with any part of the show or exhibits at any time.

Each exhibitor is liable for any and all damages to persons, property, and any litigation arising from the exhibitor's use of drones or UAV's operating during The Utility Expo. Show Management, KEC, and its employees shall be held harmless as a result of any operation of a drone or UAV in the KEC.

PARKING

The KEC offers over 23,000 parking spaces in multiple lots surrounding the facility. **On show days only**, a parking pass will need to be purchased for \$10 per vehicle per day. Show Management will designate specific lots for exhibitor and attendee parking.

INDOOR EXHIBITORS

A parking pass is not required during installation or dismantling periods. Vehicles are not permitted in the Exhibit Hall for loading and unloading equipment. All equipment and freight will be loaded and unloaded at the loading dock area.

OUTDOOR EXHIBITORS

Exhibitors are authorized to park within their booth space or KEC designated parking spaces during the installation and dismantling periods at no charge. During show days, a parking pass will be required for purchase.

SERVICE VEHICLES – OUTDOOR EXHIBITORS ONLY

A service vehicle is designated for the use in repairing, maintaining, and operating of any structures or equipment within your booth display that is allowed to stay on the grounds during show hours.

One service vehicle per outdoor exhibitor will be allowed onto the grounds prior to exposition opening and allowed to leave after the exposition closes each show day. The vehicle must be parked within the exhibitor's assigned exhibit space. **Vehicles may enter with a special pass.** Complete the Vehicle Pass Request Form in the Exhibitor Service Manual.

CLEANING

Show Management will arrange for general cleaning in the common areas of the exhibit hall and outdoor lots. Exhibitors must keep their own exhibits clean and in good condition. A recommended cleaning contractor will be available in the Exhibitor Service Manual.

Exhibitors with excessive debris in the common areas (landscaping materials, popcorn, peanuts, etc.) will be responsible for the charges resulting from special clean up.

TELEPHONE POLES

No telephone poles may be set below the ground in areas with a hard surface. Telephone poles are allowed in the Lot K exhibit areas only.

ANIMALS

SERVICE ANIMALS

Service animals are always welcome. Refer to the American Disabilities Act (ADA) for the definition of a service animal. A trainer must accompany animals at all times. With the exception of fish, animals are not allowed in the building overnight.

ANIMALS IN-BOOTH

Permission for any animal to appear in a show or booth must be approved by Show Management and the KEC Event Manager. The animal must be pertinent to the booth or exhibiting company (i.e., a dog used in commercials, films, etc.).

A separate certificate of insurance (COI) must be submitted in the amount of \$1 million combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, naming the Association of Equipment Manufacturers and the Kentucky Exposition Center as additional insured.

Submit a request for approval with appropriate COI to Show Management Operations at

MOTION, NOISE, LIGHTS & DUST CONTROL

Loudspeakers and lights of any kind must be directed toward the interior of the exhibitor's exhibit space. Speakers may not face aisles or other exhibitors' booths. Show Management will intervene if necessary and reserves the right to shut down exhibits deemed objectionable by Show Management. Each Exhibit will be operated in a dignified manner so as not to constitute an annoyance to adjoining exhibitors.

- 1. **FIRST WARNING** -- The exhibitor shall be issued a verbal warning indicating a violation has occurred and instructing the exhibitor to immediately correct the offense.
- 2. **SECOND WARNING** -- The source of the offense shall be shut off for a maximum of one hour.
- 3. **THIRD WARNING FINAL** -- The source of the offense shall be shut off for the remainder of the Exposition. There will be no refund, in whole or in part, of any exhibit or service order fees.

DUST CONTROL

Exhibitors who demonstrate equipment using aggregates, concrete or any type of material that generates dust or debris are required to take precautions to eliminate dust generation. In addition, exhibitors need to properly contain all materials (including dust prevention materials) within the assigned exhibit space.

SOUND DEVICES, MOVIES, VIDEOS, MUSIC & TV

Audiovisual presentations and closed-circuit exhibitor-generated materials are permitted within an exhibit as long as they are not operating to the detriment of a neighboring exhibitor. The operation of radio or television sets receiving outside broadcasts are prohibited. Recording, filming, taping with hand-held or tripod mounted video equipment on the Exposition grounds during The Utility Expo hours is prohibited without the permission of both Show Management and the exhibitor or exhibitors being recorded, and these activities cannot interfere with exhibit operations or pedestrian traffic. Radio and television reporters and camera operators seeking "news segments" during Exposition hours must obtain and wear official PRESS CREDENTIALS during their visits and their activities cannot interfere with exhibit operations nor pedestrian traffic.

MUSIC LICENSES

Show Management secures the necessary music licenses with ASCAP on behalf of all exhibitors. Exhibitors are allowed to play live or recorded music in their booths.

INTELLECTUAL PROPERTY

Exhibitors shall be responsible for securing any and all necessary licenses or consents for any patented inventions or other intellectual property in connection with their exhibit, hotels and hospitality facilities at the Show. Show Management is authorized to record and use images and audio/visual materials of attendees and exhibits recorded by Show Management at The Utility Expo.

AMERICANS WITH DISABILITIES ACT (ADA)

All exhibiting companies are required to comply with the Americans with Disabilities Act (ADA) and are encouraged to be sensitive and as reasonably accommodating as possible to attendees with disabilities. Information regarding ADA compliance is available from the U.S. Department of Justice.

FLOOR PLAN SUBMISSION

The following exhibitors must submit a detailed floor plan to Show Management no later than **August 4, 2023.** The floor plan should include the **dimensions and descriptions of all structures in the exhibit** including signs, offices, walls, drapes and products to be displayed.

Exhibitors and Exhibitor Appointed Contractors are required to comply with all exhibit stand regulations when designing their company's exhibit. Please reference Exhibit Space for more information.

All plans will be treated in strict confidence.

INDOOR

Indoor exhibitors with an exhibit space of 1,000 square feet or larger.

OUTDOOR

All outdoor exhibitors must submit a floor plan.

APPROVAL PROCESS

Floor plans should be submitted to Show Management Operations at <u>operations@theutilityexpo.com</u> by **August 4, 2023.**

Exhibitors will receive written approval from Show Management of their floor plans.

NOTE: If your company does not receive written approval from Show Management do not assume approval has been granted.

FLOOR PLAN MODIFICATIONS

Show Management recognizes floor plan modification can happen during show planning; however, these modifications can impact neighboring exhibitors. Any modifications to the approved floor plan made prior to the show installation by the exhibitor or their appointed contractor must be re-submitted for approval by Show Management.

Any modifications to the approved floor plan made onsite during show installation must be approved by Show Management prior to implementing the change.

Modifications made without the consent of Show Management may be denied and any costs incurred are at the expense of the exhibitor.

GRATUITIES TO EXHIBIT LABOR

Show Management and service contractors have established a strict "no tipping" rule. Exhibitors must observe this rule during the entire period of the installation, Exposition Days, and dismantling. It is prohibited to give any amount of gratuity, tips, or gifts of any kind to workers, foremen, or anyone else connected with the hauling of equipment or setting up or removal of the exhibit. Any infraction should be reported to Show Management or a floor manager immediately. The KEC will not accept any timecard in which a tip has been added. There will be no gratuities included on any Material Handling invoices.

Any exhibitor who pays gratuities to labor is in violation of Exposition rules and will be subject to penalties for violation of the Exposition rules. Any exhibitor who is solicited for a gratuity should report such solicitation immediately either to Show Management or to an official with the KEC.

ADMISSION TO EXHIBITS

REGISTRATION

Anyone attending The Utility Expo will be required to register and agree to comply with the Exposition Rules. Exhibitors who have been assigned exhibit space for The Utility Expo will be required to register all exhibit staff for a show badge.

This includes EACs, entertainment, and anyone else that needs access to the show floor on official show days or during show hours. Information regarding this process will be included in the Exhibitor Service Manual and available online. <u>We</u> strongly recommend that all exhibiting personnel register online and in advance of The Utility Expo.

EXHIBIT STAFF REGISTRATION

All staff working the booth must be registered for an exhibitor staff badge for The Utility Expo. Badges must be worn and prominently displayed at all times to gain access to the tradeshow floor on official show days or during show hours.

Early Bird	Advance	Standard
5/9/2023 – 8/18/2023	8/19/2023 – 9/25/2023	9/26/2023 – 9/28/2023
\$15	\$39	\$69

During the early bird pricing period, exhibitors can purchase badges at the lowest available rate in any quantity and assign names to those badges by 9/15/2023.

Purchased badges are non-refundable, and discounts cannot be extended beyond the posted dates, however name substitutions are allowed until 9/15/2023 at no additional cost to the exhibitor. Name changes can be completed via the exhibitor registration portal. If you require assistance completing name substitutions, please contact show management for assistance at registration@aem.org

CUSTOMER AND DEALER REGISTRATION

Exhibitors can invite their customers and dealers to attend The Utility Expo at a significantly discounted rate at no expense to the exhibitor. Additional details on how to invite customers and dealers to The Utility Expo will be available to exhibitors once registration opens.

Early Bird	Advance	Standard
5/9/2023 - 8/18/2023	8/19/2023 – 9/25/2023	9/26/2023 – 9/28/2023
\$25	\$39	\$69

Exhibitors can also purchase badges on behalf of their customers and dealers at the rates noted above.

Purchased badges are non-refundable, and discounts cannot be extended beyond the posted dates or applied once a registration has been completed and paid for. Name substitutions are allowed until 9/15/2023 at no additional cost. If you require assistance with name substitutions, please contact show management for assistance at registration@aem.org

NON-EXHIBITING VENDOR POLICY

The Utility Expo has implemented a non-exhibiting vendor policy at the direction of the Event Services and Management Committees to protect exhibitors' investment in booth space as well as the integrity of The Utility Expo overall. The policy is as follows:

- Registration fees for non-exhibiting vendors is \$399 for AEM members, and \$599 for non-members
- Non-exhibiting vendors (NEVs) are defined as anyone attending The Utility Expo who is not a buyer or specifier
 of the products and services on display in the exhibits
- Often, NEVs are identified as coming from companies which would qualify to exhibit at The Utility Expo
- If an exhibitor invites a guest to The Utility Expo using the customer and dealer invitation process, this person will not be eligible to be designated as a NEV
- No merchandise, literature, giveaways or roller bags are permitted on the show floor during show hours

Show Management retains the right to escort non-exhibiting vendors who fail to comply with the non-exhibiting vendor policy out of the event at any time. Please contact our customer service team at exhibitors@aem.org with any questions.

ADMISSION TO EXHIBITS

Admission to the Exposition floor will be by badge only. Badges must be worn and prominently displayed at all times to gain access to the tradeshow floor area. Adequate precautions will be taken to ensure that only authorized people are admitted to the exhibit area.

CANCELLATION & BADGE REPRINT POLICY

Admission to The Utility Expo is non-refundable. Education sessions purchased are non-refundable. Discounts cannot be applied once a registration has been paid and completed. Discount deadlines are firm and cannot be extended.

Name substitutions are allowed until 9/15/2023 at no additional cost. If a badge needs to be reprinted due to theft, misplacement, etc. the reprint fee is equal to the fee originally paid for the badge.

If you are unable to attend The Utility Expo and can provide some proof of inability to travel (doctor's note, etc.) you can submit your request for registration fee refund to registration@aem.org for further consideration. This review may take place post-show.

PRE-SHOW AND POST-SHOW HOUR FUNCTIONS

Attendee registration badges will not provide access to the exhibit areas during non-Exposition hours. If an exhibitor wishes to have any dealers, customers, or attendees in their stand during non-Exposition hours, written permission must be received in advance from Show Management.

Permission granted for such a request will only be valid for the time period of two hours prior to the opening of the Exposition and two hours after the closing of the Exposition. Submit an In-Booth Event Request form to Show Management by **September 4, 2023**. In-Booth Event Request Forms are available in the Exhibitor Service Manual.

All events must adhere to the following rules and regulations:

- 1. Exhibitors/Groups must comply with all badge requirements as stated in the Admission to Exhibits section.
- 2. For exhibit stand functions, Exhibitors are required to ensure that attendees stay within the confines of the host exhibitor's exhibit space.
- 3. Exhibitors/Groups wishing to hold meetings during pre-show or post-show hours will require approval by Show Management because of safety concerns during installation and dismantling of the show.
- 4. Exhibitors/ Groups cannot hold any post-show hour functions on the last day of the show as to not interfere with the dismantling period.

Functions are authorized during the following times:

	September 26, 2023	September 27, 2023	September 28, 2023
Pre-show	6:30 a.m. – 8:30 a.m.	6:30 a.m 8:30 a.m.	6:30 a.m 8:30 a.m.
Post-show	5:00 p.m. – 7:00 p.m.	5:00 p.m. – 7:00 p.m.	Prohibited

Show Management reserves the right to deny any request that is not in the best interest of the Exposition. Once your request has been submitted and reviewed, you will receive a confirmation email from Show Management with approval or denial of your in-booth event.

EXHIBITOR ADMITTANCE DURING NON-EXPOSITION HOURS

EXPOSITION INSTALLATION & DISMANTLING

Exhibitor staff are allowed to enter the exhibit area during installation and dismantling periods **only** if they are part of the crew assembling the exhibit space and are identified with an Install & Dismantle Button obtained from Exhibition Management.

Exhibition Management will take immediate and firm steps to remove anyone from the exhibit floor who is not entitled to be there. This action will be particularly prompt in the case of children under the age of 18 who are brought into the Exposition during non-Exposition hours. Spouses, guests, and all labor personnel who are employees in the business and are at the Exposition to assist in installation or dismantling must prominently display Install & Dismantle Button at all times. Spouses, guests, and all labor personnel who are employees in the business and are at the Exposition to work the exhibit space must also be registered for a paid Exhibitor badge by the primary exhibitor contact.

EXHIBITOR APPOINTED CONTRACTORS (EAC) INSTALLATION & DISMANTLING CREDENTIALS

EACs who need access to exhibits during the installation or dismantling periods on non-Exhibition days need an Install & Dismantle Button for admittance. This will assist in maintaining security and keeping unwarranted personnel out of the exhibit halls. No one will be admitted to the exhibit areas without a work pass button or exhibit staff show badge during non-Exhibition days.

Exhibition Management will have a list of all approved exhibitors and EACs. Proof of identification and company affiliation will be required to pick-up installation and/or dismantling buttons. Official exhibitor show badges can be used in lieu of a pass for entrance to the exhibit areas. See Exhibitor Appointed Contractors section for more information.

CHILDREN

Under no circumstances will children under 18 years of age be permitted onsite during the installation and dismantling periods. During Exposition hours, children under 18 years of age will be allowed in the Exposition only under the supervision of an adult who is registered to attend the Exposition. Children under 18 will not be required to purchase a badge but will be badged free of charge for identification purposes. Children must wear this badge at all times while on the show floor. Child badges cannot be scanned by lead retrieval devices to protect the personal information of that child.

PHOTOGRAPHS & VIDEOS

Any exhibitor can prohibit the taking of photographs within their exhibit either completely or selectively. Attendees will not be allowed to take photos and/or videos during the installation or dismantling periods without permission from the exhibitor. Attendees will be allowed to take photographs from the aisle during hours of the Exposition.

Show Management is authorized to record and use images and audio/visual materials of attendees and exhibits recorded by Show Management at The Utility Expo.

SAFETY & SECURITY

SECURITY

Every reasonable precaution will be taken to protect property during the installation, Exposition, and dismantling periods. However, Show Management, service contractors and KEC are not responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism, or other causes.

Show Management recommends that exhibitors make special arrangements with the Official Security Contractor for additional protection of their stands. More information will be available in the Exhibitor Service Manual.

SAFETY DEVICES

The exhibitor agrees to accept full responsibility for compliance with federal, state, or local safety, fire and other regulations and to provide and maintain adequate safety devices.

MOTORIZED CARTS & VEHICLES

Only approved motorized handicapped vehicles approved by Show Management will be allowed on the grounds during Exposition Days. All other personal transportation devices of any kind are prohibited.

Submit a request to Show Management at <u>operations@theutilityexpo.com</u> for use of a motorized handicapped vehicle.

FIRE, SAFETY, AND HEALTH

The exhibitor agrees to accept full responsibility for compliance with local, city and state fire, safety and health ordinances regarding the installation and operation of equipment. Kentucky State Fire Marshall Requirements will be attached in a separate document.

The following rules shall be met by all exhibitors:

- Only fireproof materials may be used in displays and the necessary fire precautions will be the responsibility of the exhibitor.
- All exhibit materials and equipment must be located within the booth and protected by safety guards and devices where necessary to prevent personal accidents to spectators.
- It is the responsibility of the exhibitor to put in place safety measures within the assigned exhibit space for demonstrations that contain any type of debris coming from a demonstration.
- At the end of each day, all equipment must be lowered into transportation position. All auxiliary display
 materials (i.e., inflatable objects in outdoor areas) must be brought down to ground level at the end of each day.
- No exhibits which inhibit, obstruct, or interfere with air navigation in the vicinity of the airport will be permitted.
- Decorations and displays should not block or impeded access to fire protection (smoke detectors, sprinklers, fire extinguishers, exit markings, exit doors, or emergency lighting equipment).

FLAMMABLE MATERIALS

No flammable materials of any nature, including decorative material, may be used in any stand. In accordance with federal, state, and local fire regulations any fabric used in a stand shall be flameproof.

Exhibitors should be prepared to provide certificates of flame spread on all decoration items. Items that are not properly fire retardant shall be removed at the exhibitor's expense.

Indoor booths only

Any motor vehicle, equipment, or tool with a gasoline engine may be displayed **only** if the following conditions are met:

- All battery cables must be disconnected and taped to avoid potential sparks.
- A locking gas cap must be installed, or the tank must be adequately sealed by tape.
- All fuel tanks shall be less than one-fourth full.
- Absolutely no storage of any fuel in any building is permitted.

PROMOTING YOUR STAND

FOOD & BEVERAGE

Levy Restaurants is the exclusive provider for all food and beverage services at the Kentucky Exposition Center and surrounding outdoor campus. As the holder of these privileges, all food and beverages, including water, must be purchased from Levy Restaurants.

Food and beverages will be removed immediately and/or penalty fee applied to any group that violates this policy.

ALOCOHOL

Alcohol is strictly prohibited in all exhibit areas and meeting rooms during installation, dismantling and show hours.

Exhibitors can serve alcoholic beverages during post show functions in their assigned exhibit space or meeting room. However, the operation or starting up of machinery is NOT ALLOWED by attendees during post show functions at any time when alcoholic beverages are being served.

Alcohol will be removed immediately and/or a penalty fee applied to any group that violates this policy.

SAMPLING

Any specialty or sampling items will need 30 day written approval prior to the event date. Submit your request to Show Management at operations@theutilityexpo.com.

LITERATURE DISTRIBUTION

Circulars, catalogs, magazines, folders, and other matter may be distributed only by an exhibitor within the exhibitor's space and must be related strictly to the products and/or services on display or eligible for display and which are directly available from the exhibitor. Please see the <u>Eligibility</u> section for more information.

Distribution from space to space, at hotels or in the aisles is forbidden. Exhibitors must confine their exhibit activities to the space for which they have contracted.

Strolling entertainment or moving advertisements (robots, persons carrying or wearing signs, etc.) outside an exhibitor's space are not permitted. Repeat violations will result in the confiscation of materials/promotion items involved in the violations. Please see Penalties for Violations of Exposition Rules for more information.

Only literature published or approved by Show Management may be distributed in the registration area, at hotels, meeting rooms, exhibit hall, (outside the individual stands) or on transportation leased to Show Management.

Canvassing on any part of the KEC property is strictly prohibited and any person doing so will be requested to leave the premises, and their material will be removed at the same time. The only exception to this rule is those survey organizations who have obtained Show Management approval.

PRESS CONFERENCES

Press conferences during Exposition Days shall be coordinated through Show Management. Exhibitors may hold press conferences in their stands. Suitable rooms on the Exposition grounds will be made available for exhibitors interested in conducting a press conference, briefing or other event involving invitations to accredited media attending or traveling to the Exposition. Exhibitors must make arrangements for the media function and obtain authorization for the event through Show Management by completing the Press Conference Request Form in the Exhibitor Services Manual (form is also online). Every effort will be made to accommodate all requests.

Events involving an invitation to accredited media must be sponsored and administered by exhibitors in the Exposition who shall accept responsibility for adherence to the official Exposition Rules and Regulations. No press conferences will be allowed during Exposition hours outside of this designated area including hotel, restaurant or proving ground areas.

THE UTILITY EXPO LOGOS

The exhibitor acknowledges that The Utility Expo name and The Utility Expo 2023® exposition logo are registered trademarks owned by Show Management. Appropriate use of the Exposition name and logo is permitted by companies exhibiting in the 2023 Exposition who wish to publicize the exposition and/or the fact that the exhibitor is participating in the Exposition. Any reproduction of the exposition logo shall include the trademark registration symbol, ®.

Exhibitors at The Utility Expo may also request permission from Show Management to use The Utility Expo name and Exposition logo on commemorative items to be given away by the exhibitor. Any request shall be made in writing to Show Management describing the proposed use, the type of items on which the name and logo would be placed and a statement that such items would not be sold. Show Management reserves the right to deny any request, or any use of the Exposition name and logo, that it finds to be inappropriate, offensive or not in the best interests of the Exposition.

MEETING/FUNCTION SPACE AT KENTUCKY EXPOSITION CENTER

UTILIZATION OF MEETING/FUNCTION SPACE

The Utility Expo allocates a limited number of meeting rooms at the Kentucky Exposition Center for meetings, offices, storage, hospitality or entertainment. You must either be an exhibitor, sponsor, supporting organization, or official colocated group to reserve meeting space. Space is on a first come, first served basis. Show Management will make every effort to accommodate meeting size needs.

Meeting space can be used for social functions, hospitality suites, promotional events, focus groups, research activities, client meetings, staff offices, and staff training. Meeting space cannot be used for exhibits or subleased.

Fees include the usage of the room during specified times, stock tables and chairs for standard room sets (U-shape, classroom style, banquet rounds or conference style). Groups are responsible for all fees and service charges associated with the meeting room during their rental—including but not limited to room set fees, electrical, patch fees, catering, AV, special staging, special furniture, podiums, etc. Nothing can be affixed to meeting room walls or doors without written approval of facility.

ENTERTAINMENT RULES

Exhibitors are not allowed to utilize hospitality suites or hold hospitality functions outside their rented space during Exposition hours. Exposition hours are: 8:30 a.m. – 5:00 p.m. on Tuesday, September 26 and Wednesday, September 27 and 8:30 a.m. – 2:00 p.m. on Thursday, September 28.

AGREEMENT & ENFORCEMENT OF RULES & REGULATIONS

CLOSING EXHIBIT STANDS EARLY

Any exhibitor who begins to dismantle or pack any part of their exhibit before the close of the Exposition will lose their priority number in the next Exposition and be **charged a flat fee of \$1,000**. The exhibitor will be notified and invoiced within 30 days of the show. The exhibitor must pay the penalty in full to be eligible to exhibit in the next Exposition.

CERTIFICATE OF INSURANCE REQUIREMENTS

Exhibitors must provide Show Management with a Certificate of Insurance for workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance. The policy must provide the minimum limits listed below:

- 1. The workers' compensation and employers' liability insurance must provide a minimum limit of \$500,000 and meet the requirements established by the State in which the Show is being held.
- 2. Comprehensive general liability coverage must provide at least \$1 million/\$2 million in coverage.
- 3. Automobile liability should include all owned, non-owned and hired vehicles with limits of \$500,000 bodily injury and \$500,000 property damage liability.
- 4. Coverage effective dates to be active and valid to cover installation, dismantling, and show days.

The exhibitor should name the Association of Equipment Manufacturers, The Utility Expo, Kentucky Exposition Center, and Fern Decorating Company as additional insureds.

Show Management must receive the Certificate of Insurance by August 4, 2023.

If you have questions pertaining to the Certificate of Insurance requirements, please contact Rainprotection Insurance at 800.528.7975 or sales@rainprotection.net. The Certificate of Insurance can be emailed to sales@rainprotection.net, or emailed/mailed to Show Management at:

MAIL: 6737 W. Washington Street

Suite 2400

Milwaukee, WI 53214

Attention: Operations Department

EMAIL: sales@rainprotection.net

AGREEMENT TO RULES

The exhibitor agrees that the exhibiting company and its employees and agents will abide by these rules and by any amendments that may be put into effect by Show Management, provided that such amendments shall not substantially diminish rights or increase the liability of an exhibitor and written notice is given to exhibitors. The Exhibit Space Application form must be signed by an official of the exhibiting company indicating that these rules have been read and agreed to before any space assignment will be made. Exhibitors will receive a copy of their signed contract along with their confirmation letter. All attendees agree to abide by the exposition rules.

Show Management reserves the right to restrict activities, restrict and/or close exhibits which, in the opinion of Show Management, become objectionable.

This includes persons, things, conduct, printed matter, or anything of a character, which is deemed not to be in the best interest of all exhibitors or Show Management. An exhibitor's space shall not be used to publicize meetings to be held outside the Exposition that will detract from Exposition attendance. All matters and questions not covered by these Rules and Regulations and all interpretations of these Rules and Regulations are subject to final decision by Show Management. Any questions should be addressed to Show Management.

ENFORCEMENT OF EXPOSITION RULES

REASONS FOR ENFORCEMENT

The primary reasons for the enforcement of Exposition rules are to:

1. Protect the integrity of The Utility Expo, its participants and Show Management

- 2. Ensure compliance with the laws, codes, ordinances and contracts of the exhibit facility, municipality and the state in which the Exposition is held
- 3. Ensure that all exhibitors are treated fairly and safely

PREVENTION OF VIOLATIONS

To prevent violations by exhibitors, Show Management will, in advance of the Exposition:

- 1. Send special alert mailings and newsletters to exhibitor representatives to make them aware of the intent of important Exposition Rules.
- 2. Establish and publish a clear procedure for handling Exposition violations and the penalties to be implemented by Show Management to deal with violators.

PROCEDURES FOR IDENTIFYING AND HANDLING VIOLATIONS

Exposition Installation, Exposition Days, and Dismantling:

- 1. An exhibitor should contact Show Management if there are any questions concerning the procedures for identifying and handling violations of the Exposition Rules and Regulations.
- 2. Show Management and floor managers under the supervision of Show Management will routinely inspect the exhibit floor during Exposition installation, Exposition Days, and dismantling. Their duty will be to assist in the interpretation and enforcement of the rules. The Utility Expo Management Committee will have the final decision concerning all Exposition rules.
- 3. Upon discovery of a violation of the Exposition Rules in an exhibit, Show Management or the floor manager will issue a written notice to the exhibitor representatives in the exhibit and explain the nature of the violation.
- 4. The written notice will explain that the violation must be corrected:
 - a. Immediately, if the violation poses a safety hazard
 - b. By 6:00 pm on September 25th, 2023, if the violation occurs during Exposition installation
 - c. Before the opening of the next Exposition Day, if the violation occurs during Exposition Days. If the exhibit in violation is unoccupied, Show Management will alert the representatives of the exhibit.
- 5. Violations involving ineligible equipment or exhibitors must be corrected IMMEDIATELY during Exposition Days and are subject to the penalties listed below.
- 6. An exhibitor receiving a written notice of a violation will have its exhibit re-inspected by floor managers at the time specified on the written notice.
- 7. If the inspection reveals that the violation has not been corrected or if the same violation is found at any time after the first violation, a second notice will be issued, and the procedure noted above for the first violation will be repeated.
- 8. Failure to correct a violation immediately in the case of ineligible equipment (item 5 listed above) or after the second notice in the case of other violations, or a third occurrence of the same violation, will result in a penalty being administered by Show Management in accordance with the Exposition Rules and Regulations listed below.
- 9. An exhibitor wishing to appeal a written notice must do so by contacting Show Management within the time allowed on the written notice to correct the violation.

PENALTIES FOR VIOLATION OF EXPOSITION RULES

Show Management reserves the right to penalize an exhibitor for an uncorrected violation in the Exposition Rules and Regulations. Violations during the installation period or Exposition Days will result in one or more of the following:

- 1. Draping off or covering the item in violation for a period specified by Show Management at the exhibitor's expense
- 2. Immediate removal or draping off the entire exhibit at the exhibitor's expense
- 3. Removal of the item in violation at the exhibitor's expense
- 4. Loss of priority status for future The Utility Expo events
- 5. Other sanctions deemed appropriate by Show Management

THE EXHIBITOR AGREES

- 1. The exhibitor shall make no claim for any reason whatsoever against either the KEC or Show Management for loss or damage or for injury to himself or his employees while in or about KEC or for loss or damage by reason of failure to hold the Exposition as scheduled, failure to provide exhibit space, removal of the exhibit or any other act of Show Management. This includes but is not limited to any indirect, incidental, consequential, punitive or special damages, and lost profits, lost savings, loss of goodwill or otherwise arising out of or relating to the Exposition or any act or omission of Show Management or the KEC.
- Exhibitor shall bear their own risks of loss or damage to property and injury.
- 3. The exhibitor shall make no claim against Show Management for any reason for the acts or omissions of any contractor or for charges or billings (including overtime charges) for services rendered to the exhibitor by any contractor, or due to any change to the targeted move-in or move-out time for the exhibit, or any delays in move-in or move-out of the exhibit, or dissatisfaction with the quantity or quality of attendee traffic at the Exposition or at the exhibitor's space, or the location of the exhibitor's space.
- 4. Show Management shall not be liable for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, acts of terrorism, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other cause beyond its reasonable control, whether or not similar to the foregoing.
- 5. The exhibitor shall:
 - a. Insure against said risks of loss or damage to property and injury and secure and furnish Show Management with each insurer's covenant not to exercise any legal or equitable right it may have against Show Management or KEC and provide Show Management with a Certificate of Insurance evidencing such coverage with Show Management and KEC named as insureds.
 - b. If failing to insure against all such risks, or failing to secure and furnish each insurer's covenant not to sue, the exhibitor shall indemnify and hold harmless Exposition and KEC from any and all loss or damage to property and injury aforesaid
 - c. The exhibitor agrees that the preceding paragraphs should also apply to any exhibit space at locations other than the KEC.
 - d. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save Show Management, KEC and their employees 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 exhibitor's installation, removal, maintenance, occupancy or use of the Exposition premises or a part thereof, excluding any such liability caused by the sole negligence of the indemnity.