

AAE Exhibitor Rules and Regulations

The rules and regulations listed in this Exhibit Prospectus are part of all space contracts. The AAE reserves the right to enforce these rules and regulations, as well as to make final decisions on all points covered or not covered in the Exhibit Prospectus and Integrated Marketing Guide. The AAE reserves the right to decline or remove any exhibit that, in its judgment, is not suitable or not keeping with the character of the exhibition. At its discretion, the AAE may accept or reject any Application/Contract for Exhibit Space.

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1. PRODUCT AND SERVICE ELIGIBILITY REQUIREMENTS

1. All Exhibits must provide accurate information and must not be deceptive or misleading.
2. Companies and individuals that sell products and services in conflict with AAE policies and position statements are not eligible to exhibit.
3. Exhibits must be eligible for one of the following three areas:
 - a. Products and services directly related to and useful in the practice of endodontics or dentistry;
 - b. Products and services indirectly related to the practice of endodontics that are used by, support or are otherwise beneficial to endodontists and dentists in their practices; or
 - c. Products and services not specified in these rules and regulations that are unrelated to endodontics and dentistry but have been approved in writing by the AAE.

2. BOOTH ASSIGNMENT

The AAE will make booth assignments based on priority points. The following applies to all booths in the Exhibition:

Priority Points

Each year, Exhibitors receive points that are cumulative, based on the number of booths rented:

First 10' x 10' booth = 2 points

Additional 10' x 10' booths = 1 point each booth space

For example, an Exhibitor renting three booths will receive 4 points.

In addition, any corporation that contributes in a given year (annual session to annual session) for Sponsorship and Advertising at AAE-sponsored meetings (Annual Session, Fall Conference, APICES) and/or money given to the Foundation is eligible for extra priority points based on the following calculation. (In-kind donations are not recognized in priority point calculations.)

When a merger or acquisition occurs, priority points will be combined only in the instance of a complete buyout. Paperwork must be submitted to the AAE prior to the start of booth selection for the combination of points to take effect.

Sponsorship/Advertising/Foundation Contributions

Amount	Additional Points
0-\$5,000	1 additional point
\$5,001-\$14,999	5 additional points
\$15,000-\$29,999	10 additional points
\$30,000-\$74,999	15 additional points
\$75,000-\$150,000	20 additional points
\$151,000 and above	25 additional points

The AAE will assign all applications in a fair and equitable manner using the above criteria and will consider assignment of space as accepted unless rejected by the Exhibitor in writing within 14 days from the mailing of booth confirmation.

3. TERMS OF PAYMENT/REFUNDS

Full payment in U.S. funds by either check or credit card must accompany the Application/Contract for Exhibit Space. The AAE will issue a full refund if the Exhibitor cancels the Application/Contract 60 days prior to the meeting start date, but will issue no refunds after that time. International Exhibitors must pay by check in U.S. funds drawn on an U.S. institution. In the event that all booth space is sold, the Exhibitor will have the opportunity to be wait-listed, and payment will be processed. Companies will be entitled to a full refund in the event that the wait list does not clear. Companies that register to exhibit within 30 days of the meeting must pay by credit card or bank check.

4. SOUND DEVICES

The use of sound devices in the Exhibition area is strictly limited to the confines of an Exhibitor's own booth and must not be at such a decibel level as to interfere with the conduct of normal business in adjoining booths. The AAE reserves the right to ban devices causing loud or objectionable sounds.

5. MUSIC

The playing of any music on the Exhibition floor is not permitted. This applies to live and all forms of recorded music. While the AAE has license agreements with the American Society of Composers, Authors, and Publishers and Broadcast Music, Inc., the AAE does not accept responsibility for music played by Exhibitors.

6. CARPETING

All exhibit booths must be carpeted with either Exhibitor-owned carpeting or carpet ordered directly from the Official Contractor. The Contractor is authorized to install carpet in booths that have not met this requirement and charge the Exhibitor of record for materials and labor. Aisle carpeting is provided by the AAE.

7. CLEANING SERVICE

The AAE will provide cleaning service for all aisle carpeting. Cleaning of individual booths must be arranged through the Official Contractor. Personnel from exhibiting companies may not clean their own exhibit space.

8. SECURITY

Security will be provided on a 24-hour basis, commencing with installation and concluding at move out. However, Exhibitors are solely responsible for their own exhibit materials and should insure their exhibit against damage or loss.

9. INSTALLATION AND DISMANTLING

All crated displays must be set up by the designated time. If not, the AAE will order them set up, and all applicable charges will be applied to the Exhibitor of record.

1. The Official Contractor claims jurisdiction over all set-up and dismantling of exhibits including signs and laying of carpet. This does not apply to the unpacking and placement of Exhibitor merchandise.
2. Exhibitors may set up exhibit displays if one person can accomplish the task in less than one-half hour without the use of tools. If exhibit preparation, installation or dismantling requires more than one-half hour, personnel from the Official Contractor must be used.
3. The Official Contractor claims jurisdiction on the operation of all material handling equipment, all unloading and reloading, and handling of empty containers. An Exhibitor may move materials that can be carried by hand, by one person in one trip, without the use of dollies, hand trucks or other mechanical equipment.
4. Exposed, unfinished sides and exhibit backgrounds must be draped to present an attractive appearance. The exhibits will be inspected during the set-up time, and the Official Contractor, with the approval of the AAE, will provide draping as deemed necessary. Any charges incurred will be the responsibility of the Exhibitor.
5. If Exhibitors fail to remove their materials from the Exhibition area in a timely manner, Exhibitors shall indemnify, hold harmless and defend the AAE from and against any and all fees or expenses that must be paid to the facility as a result of such late removal. Any property remaining in the Exhibition area after the termination of the AAE Annual Session Exhibition may be disposed of or stored at the Exhibitor's sole cost, as the Official Contractor or facility deems appropriate.

10. OUTSIDE CONTRACTORS

1. Exhibitors may use approved outside contractors to perform all work desired at the Exhibitor's booth space. The AAE assumes no liability for any work performed by such contractors, and Exhibitors shall look solely to such contractors in the event of any injury or damage resulting from work performed by such contractors.
2. All outside installation and dismantling contractors or individuals hired directly by Exhibitors to erect and dismantle exhibits shall provide the AAE and the Official Contractor with a valid Certificate of Insurance at least 45 days prior to exhibition opening so permission may be given for said contractor(s) to operate.

11. BOOTH CONSTRUCTION, SIGNAGE, DISPLAY AND FLOOR PLAN

Standard exhibit rules and regulations as published in the "Guidelines for Display Rules and Regulations" by the International Association of Exhibitions and Events will be in effect for the AAE Exhibition. The rules and regulations for booth construction are modified to allow island booths to have a maximum height of 20 feet.

The AAE offers the following booth configuration options:

- In-Line
- Corner
- Endcap
- Peninsula
- Island
- Split Island

If the locations of building columns, utilities or other architectural components of the facility are a consideration in the construction of an exhibit, it is the responsibility of the Exhibitor or his agent to inspect the facility to physically verify all dimensions and locations.

12. UNION PERSONNEL

In order to conform to union contract rules and regulations, all Exhibitors are required to use qualified union personnel for the various services required for material handling within the Exhibition.

13. MOVEMENT OF MATERIALS

The Official Contractor is responsible for maintaining in-and-out traffic schedules at the Exhibition site. All Exhibitors should clear all movement of exhibit materials through the Official Contractor who will have priority at the unloading area at all times.

14. ELECTRICAL

Electrical installations must conform to facility 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. Electrical order forms will be included in the Exhibitor Service Kit.

15. TRANSMISSION OF AUDIO OR VISUAL REPORTS

Exhibitors shall not transmit nor permit anyone to transmit a description of any part of the AAE Annual Session by means of radio, television, cable, videotape or other methods of transmission of audio or visual reports without the prior written consent of the AAE.

16. BUSINESS ACTIVITY RESTRICTIONS

1. Solicitation of business by anyone representing or connected with a non-exhibiting company is strictly forbidden.
2. All business activities of the Exhibitor are restricted to the confines of the booth space rented.
3. Merchandise may not be sold for delivery on the Exhibition hall floor.
4. All products and services must comply with all state and local regulations and with all current Food and Drug Administration regulations, if required.
5. Exhibitor-sponsored functions require pre-approval from the AAE and may not conflict with official AAE programming.

17. DISTRIBUTION OF SAMPLES/SOUVENIRS

The distribution of samples and souvenirs is permissible, provided the AAE determines that it is done in a dignified manner and does not create a nuisance or interfere with normal business in adjoining booths.

18. EXHIBITOR-SPONSORED CONTESTS

Drawings complying with applicable laws are permissible if they have prior approval, in writing, from the AAE. All other prize awards, drawings, contests or raffles are expressly prohibited.

19. DEMONSTRATIONS

Demonstrations may not interfere in any way with adjacent booths.

20. COMPLIANCE WITH FIRE ORDINANCE

No combustible decorations, such as crepe paper, tissue paper, cardboard or corrugated paper, shall be used at any time. All packing containers and packing materials are to be removed from the Exhibition hall and must not be stored under tables or counters or behind backdrops. All cloth decorations must be flameproof and comply with fire ordinances. All materials and fluids that are flammable require a permit from the Fire Department.

21. HOLD HARMLESS CLAUSE/INSURANCE COVERAGE

1. Exhibitor assumes responsibility for, and hereby agrees to protect, indemnify, defend and hold the American Association of Endodontists, the facility, and the affiliates and subsidiaries of each, the officers, directors, employees, agents, members and partners of each (“Indemnified Parties”) harmless against all claims, losses, expenses or damages, including attorney’s fees, to persons or property, and governmental charges or fines arising out of or caused by Exhibitor’s installation, removal, maintenance, occupancy, or use of the Exhibition premises or a part thereof. Exhibitor shall not protect, indemnify, defend and hold the Indemnified Parties harmless against any claims, losses or damages of whatever kind or nature arising out of or caused by the negligence or willful misconduct of the Indemnified Parties.
2. The Exhibitor understands that neither the AAE nor the facility maintains insurance covering the Exhibitor’s property and that it is the sole responsibility of the Exhibitor to obtain such insurance 45 days prior to Exhibition. Exhibitor agrees to provide the AAE with an original Certificate of Insurance showing the policy in effect at least through the final day of exhibition, and issued by an insurance carrier authorized to do business in the state in which the facility is located, evidencing insurance coverage having minimum limits of \$2,000,000 in support of Exhibitor’s aforesaid agreement to indemnify, hold harmless and defend against said above stated hazards and exposures. In addition to the Exhibitor, such Certificates of Insurance shall name as additional insureds, the American Association of Endodontists, the facility and/or the affiliates and subsidiaries of each, the officers, directors, employees, agents, members and partners of each. The insurance policy shall provide that the policy will not be canceled without 30 days prior written notice to the AAE. Please note that faxes or photocopies of the Certificate of Insurance are not acceptable.
3. All property of the Exhibitor is understood to remain under its custody and control in transit to, from or within the confines of the Exhibition area. Exhibitors are advised to carry floater insurance to cover exhibit material against damage or loss and public liability insurance against injury to the person or property of others. Neither the AAE, the facility nor the Official Contractor maintains insurance covering Exhibitors’ property.
4. Reasonable precautions will be taken to protect property during installation, exhibition and removal periods. However, neither the AAE, the facility nor the Official Contractor is responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism or other causes.

5. The AAE accepts no responsibility for agreements between Exhibitors, the facility, the Official Contractor or any other third party. The AAE assumes no liability for any work performed by such contractors, and the Exhibitor shall look solely to such contractor in the event of any injury or damage resulting from the work performed by such contractor.
6. If the premises of the facility are destroyed or damaged, or if the AAE Annual Session fails to take place as scheduled, or is interrupted or discontinued, or interfered with by any act of God, an emergency declared by any government agency, or by the AAE for any reason, the exhibit contract may be terminated by the AAE. In the event of any such termination, the Exhibitor releases the AAE and waives any and all claims for any type of damage and agrees that the sole liability of the AAE shall be to return to each Exhibitor the Exhibitor's space payment, less the Exhibitor's prorated share of loss and expenses incurred and committed by the AAE for the convention.

22. DAMAGE TO PROPERTY

The Exhibitor is responsible for any damage it causes to any property of others, to the Facility or the AAE. Exhibitors, or their agents, must not injure or deface the walls or floors of the building, the booths or the equipment in, on or intended for use in the booths. Should such damage appear, the Exhibitor is liable to the owner of the damaged property.

23. SUBLETTING

No Exhibitor shall be allowed to sublet their exhibit space, or any portion of it, to another company or individual. All goods exhibited must be those manufactured or sold by the Exhibitor in the regular course of business.

24. PRODUCTS AND SERVICES

Exhibitor shall not exhibit any products or services other than those described in its application or approved of in writing by the AAE.

25. ENDORSEMENTS

Exhibitor shall not in any manner indicate that an AAE endorsement or approval of Exhibitor's product or service has been given by the AAE merely because the AAE approved such product or service for display. Exception is made for vendors who have a contractual agreement with AAE as an Endorsed Vendor.

26. AMERICANS WITH DISABILITIES ACT

Exhibitor shall at all times comply with the provisions of the Americans With Disabilities Act, including but not limited to, the wheelchair access provisions thereof.

27. STAFFING REQUIREMENTS

1. Exhibiting companies are required to preregister booth personnel. An Exhibit Personnel Registration Form will be provided to each exhibiting company with the booth space confirmation and should be returned for processing at least 45 days prior to the exhibition. Companies that make changes or additions to personnel onsite will be subject to a \$25 fee per person.
Any dentist wishing to register as an exhibitor must be an officer/owner of the company or a full-time employee. If the dentist is a speaker, consultant, or part time employee of the company, then he or she will need to register as one of the following categories: Professional Member or Professional Guest.
Up to 10 representatives per 10' x 10' booth are allowed and will be accommodated without charge.
2. Exhibit personnel must obtain his/her official badge at the AAE Registration and Information Area. Badges will be available during published hours only. Exhibitor badges will not be mailed. Anyone without an official badge will not be permitted on the floor. All Exhibitors registering on site will be required to produce a business card showing the contracted exhibiting company's name or a written request (on company letterhead) listing the name of the individual(s) who are to be issued Exhibitor badges. There will be no exceptions. Other professionals/manufacturers are not to be issued Exhibitor badges or register as exhibit booth personnel. Misuse of the Exhibitor badge may result in the expulsion of the Exhibitor and offending party from the exhibit hall.
3. Exhibitors may request an "Exhibits Only" badge for invited guests (dental professional and other) for the sole purpose of gaining access to the exhibit hall to view the inviting Exhibitor's products and services. This badge gains the guest access for one day and is subject to a fee of \$75. The badge does not gain access to educational sessions or other Annual Session activities.
4. Exhibits must remain intact and staffed at all times during the Exhibition. Violations of this rule will be subject to closure and dismantling of the exhibit. Any vendor that dismantles their booth before the end of the meeting or does not have their booth set up when the show opens will be subject to a \$500 penalty in addition to their original booth cost.
5. Exhibitors must use reasonable efforts to cause each person employed in connection with the Exhibition to maintain a neat, clean appearance and behave in a polite and professional manner at all times.

28. COMPLIANCE WITH LOCAL ORDINANCES

Licenses and permits by local statute, ordinance or regulation (if any) are to be obtained and paid for by the Exhibitor. Each Exhibitor will be individually responsible for compliance with local health, fire and safety ordinances and regulations. All products or services exhibited must comply with all state and local regulations, and with all current FDA regulations for such products and services. The AAE has no further responsibility to notify the Exhibitors that this compliance is required.

29. EXHIBIT, SIGNAGE & PROMOTIONAL MATERIALS

Exhibits, signage and promotional materials should also adhere to AAE's advertising policy. AAE reserves the right to reject or remove any exhibit, signage, or promotional materials that does not conform to AAE policy, mission, core values, brand or its philosophy. Exhibit promotional materials must not quote the names, statements or writing of any individual, public official, government agency, testing group or other organization without their express written consent. If the AAE finds claims made in any promotional material to be unacceptable to the AAE, such material will be deemed ineligible for use at the AAE Annual Meeting. The AAE will not be held liable for any expenses incurred in connection with such promotional materials.

30. VIOLATION OF CONTRACT

1. The AAE reserves the rights to inspect all merchandise to be exhibited to ensure compliance with the AAE Rules and Regulations set forth in this Exhibit Prospectus.
2. Any Exhibitor shall be subject to eviction, without refund, if this contract is violated.

31. GENERAL PROVISIONS

All rules and regulations set forth in this document will be strictly enforced. Anyone found in violation of the rules may be subject to any or all of the following remedies at the sole discretion of the AAE:

1. The exhibit closed down until the situation is remedied.
2. The exhibit closed down for the remainder of the show.
3. Loss of priority points for current year's show.
4. Prohibition from exhibiting in the AAE Annual Session for the next year.