

# 2024 AMUSEMENT EXPO INTERNATIONAL/NBVA INTERNATIONAL & TRADE SHOW/BCA BILLIARD AND & HOME LEISURE EXPO RULES, REGULATIONS AND SERVICES

## Read Carefully — Avoid Misunderstandings

(Note: The word “Exhibitor” refers to applicant for exhibit space named on contract; “Exhibit Facility” and/or “Facility” refers to the Las Vegas Convention Center, Las Vegas NV; “Expo Management” refers to W.T. Glasgow, Inc., its agents or employees.) AMOA, AAMA, BCA AND NBVA refer to our show sponsors.

These regulations have been established for the mutual benefit and protection of Exhibitors, Visitors and the Amusement Expo International. With such additions or changes as may be made from time to time, they are an integral part of the contract to which the Exhibitor agrees.

## GENERAL

1. Days and hours for move-in, for exhibiting, and for move-out will be specified in the Online Exhibitor Services Guide.

2. **Liability:** (A) Although guard service will be furnished for the Exposition, neither Show Sponsor, Event Management, nor the facility in which the exhibits are held can or will be responsible for damage to, loss, or theft of property belonging to or injury to, any Exhibitor, his agent, employees, business invitees, visitors or guests. Each Exhibitor is expected to carry his own appropriate insurance. (B) Exhibitor agrees to protect, save, and hold the show sponsors, Expo Management and Facility forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, *except for any damages or charges directly caused by the negligence of any of the foregoing indemnified persons or entities*, as well as to strictly comply with the applicable terms and conditions contained in the agreement between The Facility and the Amusement Expo International regarding the exhibition premises; and, further, Exhibitor shall at all times protect, indemnify, save, and hold harmless the show sponsors, Expo Management and The Facility against and from any/all losses, costs (including attorneys’ fees), damage, liability, or expense arising from or out of or by reason of any accident or bodily injury or other occurrence to any person or persons, including the Exhibitor, its agents, employees, and business invitees, which arises from or out of or by reason of said Exhibitors occupancy and use of the exhibition premises or a part thereof, *except for those matters directly caused by the negligence of the foregoing indemnified person or entities*.

## APPLICATION AND FEES

3. **Exhibit Space Application and Contract:** Submission of an Application for Exhibit Space and/or payment for exhibit space does not guarantee that exhibit space will be assigned. Please not the following:

- While every effort will be made, Event Management cannot guarantee that all request for exhibition space will be met.
- Event Management cannot guarantee the same location as the previous year.
- There is no competitor rule. It is possible that a competitor may be assigned next to or near each other.
- The booth size, section and configuration indicated on the Exhibit Space Application and Contract will be used for the Space Drawing and cannot be changed.
- The minimum booth space is 10 ft. x 10 ft. (100 square feet).
- Exhibitors may not combine two (2) corner 10 ft. x 10 ft. linear/standard booths together. To take two (2) corner booths, four (4) 10 ft. x 10 ft. booths must be taken.

4. **Approval:** The Agreement is not binding until Event Management provides a confirmation of booth space and booth number. At that time, it becomes a legally binding agreement between the Exhibitor and Event Management, and Exhibitor agrees to comply with all rules and regulations, including any adopted subsequent to the date of the Agreement. Event Management reserves the right to reject applications for space or terminate this Agreement with or without cause, and in its own discretion based on its belief regarding the best interests of the Event.

## ELIGIBILITY

5. Event Management reserves the right to determine eligibility of all Exhibitors for participation in the Event, prior to or after execution of the Agreement.

## CANCELLATION / DOWNSIZING

6. Upon acceptance of this application by the Amusement Expo International, it shall be a legally binding contract between the Exhibitor and show sponsors; provided that either party may cancel this contract on condition that written notice of such cancellation is received by the bargaining party at least 90 days prior to the scheduled opening date of the Expo as provided herein.

There will be a \$250 processing fee charged for any cancellation made after the space application is received and processed in the Expo Office.

Full refund will be made minus the \$250 processing charge if cancellation is received in writing by before Thursday, December 1, 2023.

A 50% penalty of total downsized space cost, which includes the processing fee, for any cancellation received by January 1, 2024. No refund after January 1, 2024 regardless if space is sold.

Full amount of space rental will be refunded only on condition that such cancellation is made by the Amusement Expo International.

## SERVICES

**7. Standard Booth:** The booth furnished consists of 8 feet high draped back wall, and 36 inches high draped side dividers. Exhibits 10 feet in depth, shall be so arranged as to not obstruct the general view of other exhibits, and shall be limited to 8 feet in height. Booths 10 feet in depth located on AN OUTER PERIMETER WALL can be built to a height of 12 feet. Peninsula and island booths may be built to a height not to exceed 16 feet. The back wall of peninsula booths may be built to a height of 16 feet but must drop down to a height of 4 feet and must remain at the 4 foot level, 5 feet in from both side aisles.

**8. Standard Booth Name Sign:** One standard sign, showing Exhibitor's Name, City and State, and booth number(s) will be supplied by Amusement Expo International, BCA and NBVA

**9. Labor:** Exhibitors will be responsible for labor charges they incur in connection with the assembly, draping, repairs and dismantling of their own booths. In order to conform to union contract rules and regulations, exhibitors are required to use accredited union personnel.

**10. Security:** Uniformed guards will be used to help protect the display area.

**11. Badges:** Exhibitors and visitors must wear badges for identification.

**12. Other Requirements:** Each Exhibitor may provide his own booth furnishings, and may specify his own independent service contractor for the erection and dismantling of the booth provided that written notice of intent to use an independent contractor is received by Expo Management no later than Friday, February 9, 2024 and that Amusement Expo International's, BCA and NBVA labor and insurance regulations applying to independent contractors are met. Local regulations, licensing and labor agreements must be followed. For convenience the official decorator will rent, on advance order, appropriate furniture of all kinds, carpet and other accessories, and also will provide signs (other than standard booth identification) at Exhibitor's expense. The Online Exhibitor Services Guide will contain service order forms and additional information. Exhibits will not be permitted to leave the building at any time after installation until final closing of the Expo unless special permission is obtained in writing from Expo Management.

**13. Security and Guard Service:** Special guard service may be ordered by completing the order form found in the Online Exhibitor Services Guide. Event Management will, by the employment of a reputable guard service, exercise due diligence in protecting the property of Exhibitors from theft, damage by fire, etc., but does not assume responsibility for such losses by Exhibitors. Event Management has set forth the following procedures to be followed at the Event:

- All persons entering or leaving the exhibit area must wear a badge issued by Event Management.

- All material leaving the exhibit area must be accompanied by a Bill of Lading or a Merchandise Pass.
- During installation and dismantling periods, no one will be permitted in the exhibit area before 7:00 am.

**14. Freight Handling:** Teamsters Local #631 has jurisdiction through a labor agreement with FREEMAN for the loading and unloading of all trucks, trailers, and common and contract carriers as well as the handling of empty crates and the operation of material handling equipment. It also has the jurisdiction for the unloading, uncrating, leveling, painting and assembly of machinery and equipment as well as the reverse process. FREEMAN has the responsibility of receiving and handling all the exhibit materials and empty crates. It is Freeman's responsibility to manage docks and schedule vehicles for the smooth and efficient move-in/move-out of the trade event. FREEMAN will not be responsible for any material it does not handle. An Exhibitor may "hand carry" material provided it does not use material handling equipment. When Exhibitors choose to "hand carry" materials, no access to the loading dock/freight door areas will be permitted.

## RESTRICTIONS

**15. Safety and Security:** Exhibitors are prohibited from possessing any weapons of any kind while in or on Amusement Expo International facilities. For purposes of this prohibition, Amusement Expo International facilities means all exhibit halls and spaces, whether indoors or outdoors, but does not include parking facilities used by Exhibitors solely for parking, to the extent storage or possession of a weapon in a vehicle is permitted by the regulations applicable to such facilities and by applicable law. Weapons include, guns of any type, knives other than standard box cutters and the like used for exhibit set up and tear down, mace, explosives or any item with the potential to inflict harm that has no common exhibit-related purpose. This list is illustrative only, and not exhaustive. Event Management reserves the right to expel any Exhibitor that Management believes, in its sole discretion, may pose a safety or security risk to him or herself or others and/or is acting in a manner intended to harass, annoy, threaten, or intimidate other Exhibitors, attendees, Event Management, staff, or contractors.

**16. Outboarding/Suit casing Prohibited:** Suit casing and Outboarding are expressly prohibited. "Suit casing" occurs when companies or persons attending the Event as attendees and not as Exhibitors "work the aisles" soliciting business from other attendees or Exhibitors. "Outboarding" occurs when companies or individuals, including Exhibitors, set up events or activities at locations other than the Event venue that encourage attendees of the Event to either leave the Event or to not attend authorized Event activities. Therefore, any company or person (a) holding an exhibit, demonstration or display in a Las Vegas, NV hotel, suite, meeting room, or other non-official Event venue during Amusement Expo International, BCA and NBVA or (b) engaging in suitcasing, will face sanctions by Event Management. Sanctions

may include loss of seniority privileges, a ban from the current and future Events and other sanctions as deemed appropriate by Event Management.

**17. Exhibit Personnel:** All personnel, models/demonstrators must be properly clothed/dressed appropriately at all times and must confine their activities to the contracted exhibit space. Personnel may not enter the exhibit space of another Exhibitor without permission from that Exhibitor and at no time may anyone enter an exhibit space which is not staffed. If Exhibitor personnel enter the exhibit space of another Exhibitor, without permission from that Exhibitor, such Exhibitor is subject to penalties for a rule's violation, including a loss of all or a portion of its seniority points.

**18. Gratuities:** FREEMAN requests that Exhibitors do not tip its employees by giving money, merchandise, or other special consideration for services rendered. Exhibitors should not give coffee breaks other than mid-morning and mid-afternoon when union employees have a fifteen-minute paid break. Any attempts to solicit a gratuity by an employee for any service, should be reported immediately to a supervisor of FREEMAN. FREEMAN employee(s) are paid an excellent wage, and tipping is not an accepted company policy.

**19.** No Exhibitor shall foster or conduct any event during the Amusement Expo International, BCA and NBVA Exhibit hours, other than a luncheon within the Event venue, not to exceed one and one-half hours, which would take attendance from the exhibit floor.

**20. Safety Precautions:** All construction material must conform to standard safety practices. Table and back wall drapes supplied by the official decorator, and those supplied by the Exhibitor, together with textile or paper displays and decorations, must be flame-proofed. No combustible decorations, such as crepe or tissue paper, cardboard or corrugated paper, may be used at any time. All packaging containers and materials are to be removed from the floor and may not be stored under tables or behind displays. Equipment powered by internal combustion motors cannot be operated during show hours. Helium balloons and other self-rising items are prohibited inside the Facility. Displays are subject to inspection and approval for safety by the Clark County Fire Department.

**21. Irregular Activities:** No person, firm or organization which has not regularly contracted with Amusement Expo International, BCA and NBVA for occupancy of space in the Expo will be permitted to display or demonstrate any products, processes or services, to solicit orders, wear any identification other than that of the contracting Exhibitor, or to distribute advertising or other materials at the exposition. Any infringement from this regulation will result in prompt removal of the offending person from the Facility. Exhibitors may not enter the booths of other Exhibitors without invitation; no Exhibitor may call or invite a visitor out of one exhibit and into his own. Exhibitors must remain within their

own exhibit space in distributing literature, product samples, or other materials; the aisles may not be used for this purpose.

**22.** Exhibitors may not serve or dispense food or beverages of any type from their booths, without pre-approval by expo management.

**23.** All booths must remain open and operational during all show hours and all demonstration equipment must be operated w/out charge.

**24.** Circulars or advertising matter of any description may be used or distributed only within the booth assigned to the Exhibitor presenting such material. Only literature published or approved by Expo Management may be distributed at the registration desk, in the registration area, in the meeting rooms, in the Exposition Halls, or in transportation under lease to Amusement Expo International.

**25.** The use or display of any printed materials, photographs or presentations which may be judged as lewd, lacking in dignity or not conducive to a business environment are prohibited. This includes any personnel, models/demonstrators who must be properly clothed and appropriately dressed at all times. Expo Management will give one warning to correct any violations. A continued violation will result in the disconnection of electrical service and draping off of the booth.

**26.** Use of sound will be permitted, where appropriate to the display, provided sound is maintained at not more than 85dB peaks, on the C weighted scale as measured on a Scott Instrument Lab Type 452 Sound Level Meter (ANSI Type 2), on the "SLOW" meter position, in any and all adjacent exhibit areas. Amusement Expo International reserves the right to restrict Exhibitors use of sound and other devices which may interfere with the best interest of Amusement Expo International as a whole. Expo Management is authorized and empowered to disconnect the supply of electricity to any Exhibitor who exceeds said Sound Level maximum, without any liability to said Exhibitor. Failure to comply will result in loss of booth power and a \$1,000 fine.

**27. BMI, ASCAP, SESAC:** Exhibitor that warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used incident to the Exhibitor's participation in the Event, unless the Exhibitor has previously thereto obtained written permission from the copyright or trademark holder. The Exhibitor acknowledges that the Exhibitor acts under this Agreement as an independent contractor, charged with the responsibility in its sole discretion for selection, performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as it deems appropriate and that it undertakes strict compliance with all laws respecting copyrights and trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. The Exhibitor warrants that in the performance of this

Agreement, the Exhibitor will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group. The Exhibitor agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Exhibitor, its agents or employees upon or within the premises covered by this Agreement, including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Exhibitor will indemnify, save and hold harmless the Indemnified Parties from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights, royalties and fees and the performance, reproduction and use of musical, literary and artistic works or in the name of a performing individual or group.

**28.** Exhibitors or their agents may not display, demonstrate, offer for sale, sell or advertise any products (*including but not limited to counterfeit goods*) which do not comply in all respects with all federal, state and local laws, regulations and ordinances.

**29.** All coin-operated video games to be displayed at Amusement Expo International, BCA and NBVA must carry a Parental Advisory Disclosure Message (consistent with the Coin-Operated Video Game Parental Advisory System). Expo Management will monitor compliance by Exhibitors with the Coin-Operated Video Game Parental Advisory System and will disconnect electrical service to any coin-operated video game that lacks a Parental Advisory Disclosure Message in a prominently visible location. Certain machines and gaming devices may not be legally operative in certain jurisdictions and the exhibition of such machines will not be allowed if deemed illegal.

**30.** Exhibitors must comply at all times with all local, state and federal laws and regulations.

**31.** Counterfeiting and Intellectual Property. An Exhibitor may not display (I) any counterfeit products, (II) another manufacturer's products which have been purchased or lifted from another manufacturer, (III) any products which are deemed by Event Management in its sole discretion to be deceptively or illegally marketed, or (IV) any products, content or display items that infringe or potentially infringe upon the IP rights of another Exhibitor. Decisions as to whether a violation of this provision has occurred are at the sole discretion of Event Management. Exhibiting companies that display products on the exhibit floor or offer products in its catalogues or other media displayed or accessible at Amusement Expo International that are considered by Event Management, in its sole judgement, to infringe on another Exhibitor's U.S. IP rights (patent, trademark, trade dress or copyright) will face sanctions by Event Management. Sanctions are up to Event Management and may include closing the booth, together with a ban from the Event and loss of seniority privileges and other sanctions as deemed appropriate by Event Management. The sponsoring associations of Amusement Expo International (AEI), BCA and NBVA, -AAMA, AMOA, BCA, NBVA

urge all manufacturers who file complaints about IP and/or counterfeiting violations at the Amusement Expo International to honor a two (2) week embargo on issuing press releases relating to the complaint(s). Exhibitors that choose to issue a press release take full responsibility for the accuracy of all statements and information contained in the press release. AAMA, AMOA, BCA and NBVA along with Event Management is confident that all exhibitors seek to maintain the highest standards of compliance with American law and industry standards. For any questions concerning AEI rules, regulations and compliance procedures on this, or any other matter prior to this Event, please contact William T. Glasgow, Inc. at 708.226.1300. During the Event, please direct any problems concerning possible IP violations to the Event Management office, located in the Foyer of the Las Vegas Convention Center, Hall S3.

**32. Photography/Video Recording:** With today's new technology it is increasingly more challenging to monitor camera use on the show floor. Also given that Amusement Expo International, BCA and NBVA are working to increase social media outreach, Event Management asks that all Exhibitors monitor photography within their booths. Please contact Event Management for any issues with an attendee at the Show regarding photos in the booth.

## **VIOLATIONS**

**33.** The Exhibitor shall be bound by the rules and regulations set forth herein, and by such additional rules and regulations which may be established by Event Management. Event Management shall have the power to adopt and enforce all Event rules and regulations, and their decision on these matters will be final. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of Event Management.

Any violation by the Exhibitor of any of the terms and conditions herein shall subject Exhibitor to sanctions, including but not limited to the cancellation of the Agreement to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Event Management shall have the right to take possession of the Exhibitor's space, remove all persons and properties of the Exhibitor and hold the Exhibitor accountable for all risks and expenses incurred in such removal. In no event shall there be any obligation on the part of Event Management to return any funds paid by the Exhibitor.

## **TEARDOWN/REMOVAL OF GOODS**

**34. Removal of Product or Equipment:** Once brought into the Event, the removal of product and equipment prior to tear-down must conform to the Merchandise Removal regulation stated in the Online Exhibitor Services Guide. Merchandise exit passes will be issued for material removal between the hours of 4:00 p.m. and 6:00 p.m. on Thursday, March 21. All display materials must remain in the exhibit hall until 4:00 p.m. Prior to 8:00 a.m. Thursday, March 21, standard removal rules apply, and any personnel removing merchandise must have a badge approved and issued by Event Management.

**35. Timely Dismantle:** Exhibitor agrees to dismantle its display as soon as practical after the end of the Event. Exhibitor further agrees to indemnify and save the Indemnified Parties harmless against any and all claims which may arise by virtue of damage to the premises caused by Exhibitor's display or costs paid by Event Management due to holding over by Exhibitor past its allotted time of occupancy.

**36. Early Tear-Down:** Exhibitor shall not tear-down prior to 4:00 p.m., Thursday, March 21. It is understood that premature tear-down detracts from the overall merit of the Event. Exhibitors found to be dismantling their booth prior to 4:00 p.m. on Thursday, March 21, will be prohibited from exhibiting at Amusement Expo International 2025. In the event Exhibitor begins tear-down prior to the above stated time, the Exhibitor will be subject to a loss of seniority for future shows and, at Event Management's option prohibition for exhibiting at future Amusement Expo International Events.

**37.** In the event any Exhibitor fails to remove their exhibit materials in the allotted time, Expo Management and Amusement Expo International, BCA and NBVA reserve the right to ship the materials through a carrier of its own choosing or will place the materials in a storage warehouse subject to the Exhibitor's disposition at the Exhibitor's expense.

**38.** Only those products and/or services considered by Expo Management as relating directly to the coin-operated amusement game industry, including the business management of such enterprises, may be exhibited at Amusement Expo International.

**39.** Complaints of any violation of rules and regulations are to be made promptly to Expo Management, and Exhibitors and their personnel agree to abide by the decision of Expo Management.

#### **SPACE ALLOCATION PROCEDURES -- Amusement Expo International Only**

**40.** Products of no more than one manufacturer may be shown in any one booth and subletting of space by the exhibitor is prohibited. Sharing or subleasing of space to another company will result in loss of seniority points.

Exhibit Space will be assigned as follows:

- a) Exhibit space will be assigned according to a point system.
- b) The Point System will apply to all Exhibit Contract/Applications received by the deadline of December 1, 2023 and accompanied by a check for 50% of the total cost of exhibit space less Early Bird Discount deposit.
- c) Ten (10) points will be awarded to an exhibitor for each year they have exhibited.
- d) One (1) point will be added for each 100 square feet of exhibit space contracted for in each of the Amusement Expo Shows.
- e) All exhibitors must be members of both AAMA and AMOA.
- f) All exhibitors will be awarded five (5) additional points.
- g) A company may acquire another company's seniority points if there is a buy-out or acquisition of the entire company, but cannot

combine the points of both companies, but select the highest point total.

h) When a company purchases a single product or single product line from another company, it does not acquire the seniority points.

i) If the selling company remains as an exhibitor, or if the seniority points become part of the assets for the buying company, then the seller forfeits its seniority if in future years they become exhibitors.

j) Any space remaining after the deadline date will be assigned on a first-come, first-served basis.

#### **FORFEITURE**

**41.** Seniority points are forfeited as follows:

- Discontinuing operations of the company.
- Sale of the company, and the acquired company does not exhibit under the name of the acquiring company or the acquired company.
- The acquiring company sells or discontinues operations of the acquired company.
- The sale of a product, product line or name does not constitute the sale of a company. If the sale causes the exhibiting company to discontinue operations all points are forfeited.

**42.** Exhibitors can lose all or a portion of their seniority points as the result of exhibit infractions listed below:

- An exhibit that is in violation of Event regulations must be corrected when notified by Event Management.
- Any action that is in violation of these Regulations.
- Sub-leasing of exhibit space.
- Any behavior of poor character which Event Management considers objectionable to the Event's well-being or anything detrimental to the image of the Event or Event Management.
- Seniority points are forfeited if used to acquire exhibit space for a company other than the exhibitor possessing the points. Forfeited seniority points are not redeemable. The Event Operating Committee/Event Management is the final authority on all questions regarding this policy.

#### **EXHIBIT SPACE PROVISIONS**

**43. Dimensions:** Width of exhibit space shown on the official floor plan is measured from the center of side rails and depth is the overall measurement from the face of the front post to the back of the rear post. Exhibit structures must be constructed to allow sufficient tolerance on all sides for drapery side rails and backdrop (at least 3 inches), and to allow ample room at the back of the booth for access to electrical wiring, (at least 9 inches, i.e., a 10' x 20' space has 9'3" x 19'6" useable space).

**44. Linear Exhibits:** All standard linear exhibits are confined to a maximum height of 8'3" unless on a perimeter wall. For 10' and 20' wide exhibits, any sign or display between 4' and 8' in height must be set back at least 5' from the aisle. For exhibits 10' x 30' or larger, any sign or display between 4' and 8' in height must either: a) be set back at least 5' from the aisle or b) be located at least 10' from any neighboring exhibit. Any type of flags, banners or structures must not exceed the maximum height of 8'/2.44m.

Canopies or any part of the booth having any type of flags, banners or structure overhang in the aisles are not permitted.

45. **Unfinished Areas:** All open or unfinished sides of the exhibit space which in Event Management's judgement, may appear unsightly must be covered or Event Management will have them covered at the Exhibitor's sole expense. Any portion of the exhibit bordering another Exhibitor's space must have the backside of that portion finished and not carry any identification signs or other copy that would detract from the, adjoining exhibit. All booths must be carpeted at the Exhibitor's expense.

46. **Damages and Insurance:** Exhibitor is responsible for all damage to property caused by Exhibitor personnel. Should such damage occur, Exhibitor is liable to the owner of the damaged property. Exhibitor must carry insurance for loss of product or damage of product while exhibiting at Amusement Expo International. Amusement Expo International, BCA, NBVA are not responsible.

Exhibitor shall be liable for, and shall insure against, all injuries or damages caused by the acts or omissions of the exhibitor or its employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Exhibitor agrees to obtain and furnish to Event Management at least thirty (30) days prior to set-up a certificate of insurance showing that there is in effect a policy of a minimum of \$1,000,000 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability in which the Indemnified Parties Las Vegas Convention Center and their directors, officers and employees as additional insureds. Exhibitor shall obtain workers compensation insurance, and provide proof of same to Event Management, for all Exhibitor's employees.

The Exhibitor is responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Event venue Expo leased or used by Exhibitor which are caused by the acts or omissions of Exhibitor, or its employees, representatives, servants, agents, licensees, invitees, patrons, guests, or contractors. Exhibitor is also solely responsible for any injuries or damages sustained or caused by it in connection with Amusement Expo International, BCA and NBVA whether or not they occur at the Event venue. This includes, but is not limited to, booth construction, booth set-up, travel to or from Amusement Expo International, BCA and NBVA activities of the Exhibitor's employees or third parties subject to the supervision of Exhibitor, or any other activities carried on in connection with Amusement Expo International, BCA and NBVA. Exhibitor shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise

from or grow out of Exhibitor's use or occupancy of the premises or from any breach by Exhibitor of any condition of this Agreement, or from any act or omission of Exhibitor, or its employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors. The Exhibitor agrees to make no claim for any act or omission of Event Management taken in accordance with the Exhibitor Regulations.

#### **ADMISSION REGULATIONS**

47. **Pre-Event Hours Entry:** Exhibitors, media and manufacturers' representative personnel are allowed to enter the exhibit hall at 7:00 a.m. each exhibit day. Any exhibitor requiring earlier entry must obtain advance written permission from Event Management.

48. **Exiting the Hall:** Exhibitors, media and manufacturers' representative personnel must exit the hall at posted times during set-up and tear-down, and at 6:00 p.m. on Wednesday, March 20.

#### **SETUP**

49. **Freight Target Times:** Exhibitors are assigned a Freight Target Time for the on-time arrival of freight only. The time listed on the targeted floor plan does not mean that freight will be unloaded at that time. It could possibly be unloaded within 1 to 8 hours of that designated time listed. Do not order carpenters or labor until freight is actually located in the booth. Please meet this time in order to avoid a 15% freight handling surcharge. To request a change in the assigned freight target time, write to:

Attn: Jim Winslow — Amusement Expo International,  
Email: [Jwinslow@wtglasgow.com](mailto:Jwinslow@wtglasgow.com)

50. **Display Installation:** All exhibits must be set and in place by 5:00 pm on Tuesday, March 19, 2024. The hall will be closed to all Exhibitors, I&D companies and exhibit booth personnel at 5:30 pm Tuesday, March 19, 2024, so that all empty crates and cartons can be removed; aisles can be cleaned; aisle carpeting can be laid, etc. All plastic used to cover the carpeting in the exhibit booth must be removed by this 5:00 pm deadline.

51. **Late Installation:** If installation of any crated exhibit has not been completed by 5:00 p.m., Tuesday, March 19, and no arrangements for set-up have been made, then Event Management shall order the exhibit to be erected and the Exhibitor will be billed and agrees to pay for all charges incurred. Event Management shall not be liable for damages that may occur during this exhibit set-up.

52. **Space Abandonment:** Any space not claimed and occupied prior to 5:00 p.m., Tuesday, March 19, 2024, for which no special arrangements have been made, may be resold or reassigned by Event Management without obligation on the part of Event Management for any refund whatsoever.

53. **Labor Contracts and Agreements:** The Exhibitor agrees to abide by all agreements made between Event Management, the unions, the official Event service contractor, the Sands Expo or

any of its agents pertaining to using union labor in the exhibit areas.

**54. Use of Union Labor:** In order to conform to union contract rules and regulations, it will be necessary that all Exhibitors use qualified union personnel for the various services required when installing and dismantling exhibits and for material handling within the Event, including, but not limited to: off-loading and delivery of exhibit/display materials to exhibit space; pick-up, storage and return of empty crates; expedition of out-bound shipping; exhibit/display materials set-up and tear-down; and exhibit space cleaning.

To assist Exhibitors in planning for participation in the Event, Event Management is certain Exhibitors will appreciate knowing in advance that union labor will be required for certain aspects of exhibit handling. To help understand the event site work rules, please read the following:

**55. Exhibit Labor:** Teamsters Local Union #631 has jurisdiction through a labor agreement with FREEMAN for the erection, touch-up, dismantling, and repair of all exhibits when this work is done by persons other than the Exhibitor's full-time company personnel. This work is to include wall coverings, floor coverings, pipe and drape, painting, hanging of signs and decorative materials from the ceiling, placement of all signs and the erection of platforms used for exhibit purposes. Local #631's jurisdiction does not cover the placement of the products on display, the opening of cartons containing products, nor the performance, testing, maintenance or repairs of products.

**56. Fire Regulations/Fireproofing Codes:** Exhibitor must conform to all standard fire codes of Clark County. All display materials must be made of fire-retardant materials and subject to fire inspector's approval. Crepe paper, corrugated paper, cardboard or other combustible materials shall be prohibited. Combustible materials, explosives, or welding are not permitted in or around the exhibit areas unless special permission has been granted by the Fire Marshall. Exhibitor shall not allow its display to block the view of, or impede access to fire alarm boxes, fire hose cabinets, fire extinguishers, or other safety equipment. Smoking is prohibited in the Las Vegas Convention Center **at all times**. In addition, welding is not permitted.

**57. Disruption of Event:** In the event the Event venue or any part thereof shall be destroyed, damaged by fire or other cause, or become unavailable in whole or in part, for a portion or for the entirety of the Agreement period for any reason whatsoever, or if any casualty or occurrence shall render the fulfillment of this Agreement impossible or inadvisable, including, without limitation, the requisitioning of the all or any part of the Event venue by any governmental entity, then and thereupon the parties to the Agreement shall amend the Agreement in a fashion which shall be mutually acceptable or the Agreement shall be

terminable by Event Management at its option. Exhibitor hereby waives any claim against the Indemnified Parties for damages or compensation for such termination should the Agreement be so terminated.

If this Agreement is terminated as contemplated above, Event Management will in good faith, seek recovery from Event Management's insurers for any costs and expenses incurred by Event Management in connection with the Event, with any such costs and expenses not recovered from Event Management's insurers being referred to as "Unrecovered Costs." The Exhibitors, shall be jointly and severally liable for all Unrecovered Costs and shall reimburse Event Management for such Unrecovered Costs upon demand. The Unrecovered Costs expenses shall include, but not be limited to, all expenses incurred by Event Management as a result of contracts with third parties for the provision of services or products incidental to the Event, including the Event Management Agreement with the Event Manager; all out of pocket expenses incurred by Event Management incidental to the Event; and all overhead expenses of Event Management attributable to the production of the Event. No monies will be returned should the dates or location of the Event be changed by Event Management, but Exhibitor will be assigned space which Exhibitor agrees to use under these same rules and regulations. Event Management shall not be financially liable if the Event is interrupted, cancelled, moved, or dates changed except as provided herein.

**58. Waiver of Liability:** Event Management shall not be responsible for any damage or injury that may happen to the Exhibitor or its agents, servants, employees or property from any cause whatsoever except the willful misconduct of Event Management, its servants or employees, arising out of Event Management duties and responsibilities under the agreement. Exhibitor expressly releases the Indemnified Parties from any such loss, damage or injury.

The Exhibitor agrees to waive the right of subrogation by its insurance carriers to recover loss sustained under the insurance contracts.

The Indemnified Parties assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any Exhibitor by any governmental agency.

**59. Indemnity:** The Exhibitor is responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Event venue leased or used by Exhibitor which are caused by the acts or omissions of Exhibitor, or their employees, representatives, servants, agents, licensees, invitees, patrons, guests, or

contractors. Exhibitor is also solely responsible for any injuries or damages sustained or caused by it in connection with the Event, whether or not they occur at the Event venue. This includes, but is not limited to, booth construction, booth set-up, travel to or from the Event, activities of the Exhibitor's employees or third parties subject to the supervision of Exhibitor, or any other activities carried on in connection with the Event. Exhibitor shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of Exhibitor's use or occupancy of the Event venue or from any breach by Exhibitor of any condition of this Agreement, or from any act or omission of Exhibitor, or its employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors. The Exhibitor agrees to make no claim for any act or omission of Event Management taken in accordance with, or to enforce, the Exhibitor Regulations.

#### **FORCE MAJEURE**

**60.** In the event the Las Vegas Convention Center or any part of the exhibit areas thereof are unavailable whether for the entire event or a portion of the event as a result of fire, flood, tempest, or any other such cause or as a result of governmental intervention, malicious damage, act of war, strike, lock-out, labor dispute, riot or any other cause or agency over which Expo Management has no control, or should Expo Management decide that because of any such cause it is necessary to cancel, postpone or re-site the Exposition or reduce the installation time, Exposition time, or move-out time, Expo Management shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage, liability or loss, direct or indirect, arising as a result thereof.

#### **AMENDMENTS**

**61.** Expo Management shall have full power to make or amend these rules.

#### **COMMUNICATIONS**

Address all communications to:

Brian Glasgow, W.T. Glasgow, Inc.,  
Expo Management - **Amusement Expo International**  
10070 West 190th Place • Mokena, IL 60448  
Phone: 708.226.1300 • FAX: 708.226.1310  
Email: [brian@wtglasgow.com](mailto:brian@wtglasgow.com)  
Website: [www.amusementexpo.org](http://www.amusementexpo.org)

Lori Schneider, Executive Vice President,  
**NBVA – National Bulk Vendors Association**  
380 Terra Cotta Road, Suite F Crystal Lake, IL 60012  
Phone: 815.526.3758  
Email: [admin@nbva.org](mailto:admin@nbva.org)  
Website: [www.nbva.org](http://www.nbva.org)

Shane Tyree, CEO & President  
**Billiard Congress of America**  
500 Discovery Parkway, Suite 125 ; Superior. CP 80027  
Phone: 303.243.5070  
Email: [shane@bca-pool.com](mailto:shane@bca-pool.com)  
Website: [www.BCAExpo.com](http://www.BCAExpo.com)