



## PSE 2022 APPLICATION AND EXHIBIT SPACE CONTRACT (ADDITIONAL PROVISIONS)

- 1. LOCATION OF EXHIBITS: POLICE/SECURITY EXPO 2022** will be held in the Atlantic City Convention Center. All measurements and exhibit space layouts shown on the floor plan are as accurate as possible and approved by the Atlantic City Fire Department. The Exposition Coordinator reserves the right, on behalf of Sponsor, to make such modifications and change exhibit space assignments as may be necessary, and to adjust the floor plan at any time to meet the needs of the Sponsor, Exhibitors, and the Exhibits. Expo Management reserves the right to adjust Expo operating hours.
- 2. EXHIBITOR IDENTIFICATION AND HOTEL RESERVATIONS:** Exhibitors will be furnished with identification name badges prior to the Exposition's opening. Discounted Hotel room rates have been established with specific Hotels in the Atlantic City area. Hotel reservation forms will be forwarded to Exhibitors with the return of the agreement. All guestroom reservations are to be made directly with the Hotels. Furniture, Carpeting & Exhibitor support service items are available for rental with order forms found in the PSE 2022 Exhibit Service Manual.
- 3. EXHIBIT SPACE EQUIPMENT AND SERVICE INFORMATION:** Exhibitor agrees to be bound by the rules and regulations as may be established from time to time by Sponsor or set forth in the POLICE/SECURITY EXPO 2022 Exhibitor's Manual which will be forwarded to Exhibitors within a reasonable time prior to the Exposition. The floor of the Convention Center is not covered. Carpeting or other suitable floor covering for the entire exhibit space is the responsibility of the Exhibitor, however, not a necessity. Exhibitors will be furnished with "Exhibitor Rights" guidelines. Complete shipping instructions and information regarding furniture rental, electrical work, telephone installation, plumbing, labor for erecting exhibits, drayage, etc. will be forwarded to Exhibitors in advance. Exhibitors will be furnished with setup guidelines outlining tasks that their own full time employees can perform. Electrical service, carpentry, plumbing, labor and telephone instruments must be provided through the Atlantic City Convention Center with appropriate ordering forms to be provided. Freight, drayage, furniture and Decorating services will be available through AEX Convention Services, the official service contractor of POLICE/SECURITY EXPO 2022. A service desk will be maintained by in the exhibit servicing area. Sponsor assumes no responsibility or liability for any of the foregoing services performed or material delivered.
- 4. INSTALLATION AND REMOVAL:** Freight **MUST BE REGISTERED** in the Convention Center loading docks between the hours of 8:00 a.m. & 4:30 p.m. on Monday, June 27, 2022, the Expo's set-up date. Exhibitors may install at 8:00 a.m. VEHICLES MUST BE IN PLACE BY 10:00 a.m. on Monday, June 27, 2022 and will be given first move-in preference. **All labor in connection with installation, removal, and maintenance of the Exhibition must be performed under the jurisdiction of the appropriate unions.** Exhibitors will not be able to bring freight in through the Loading Dock if it is not registered by 4:30 p.m. on Monday, June 27, 2022. **Only hand carried items will be permitted entrance through the Convention Center doors. ALL EXHIBITS MUST BE IN PLACE AND FULLY ASSEMBLED BY 10:00 a.m. on Tuesday, June 28, 2022 and ready for the Exposition's opening. Dismantling may not begin until 3:30 p.m. on Wednesday, June 29, 2022.** All Exhibits must be removed by 11:00 p.m. on June 29, 2022. Materials not removed by this time will be removed by AEX Convention Services and put in storage at Exhibitor's expense. Exact hours of installation and dismantling are subject to change at the discretion of Expo Management. **Exhibit spaces breaking down prior to announced Expo closing time, without Expo Management permission, will be subject to a \$250 penalty fee added to their PSE 2023 Exhibit Space rental rate.**
- 5. USE OF EXHIBIT SPACE:** All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided, by the Exhibitor with the exhibit space, for the comfort and safety of persons watching demonstrations and other promotional activities. Each Exhibitor is responsible for keeping the aisles near its exhibit free of congestion caused by its demonstrations or other promotions. Exhibit Coordinator has the sole authority to remove Exhibits, Exhibitor or their personnel from the Exhibit Hall due to their unwillingness to abide by rules & conduct established by Expo Management. All safety & personal health requirements as established by Expo Management, or the Atlantic City Convention Center, must be strictly adhered to by Exhibitor and their personnel. Failure to adhere to required safety & health related regulations will result in immediate removal/restriction of the Exhibitor and their personnel from Police Security Expo 2022 & future PSE events. The taking of photographs is not allowed unless prior approval has been granted by Expo Management. Photos taken by official Police Security Expo photographer may be used for Expo promotional purposes. Exhibitors shall not conduct or sponsor any competing seminars or activities within 50 miles of the Expo without written consent of Expo Management.
- 6. DISPLAY REQUIREMENTS:** Exhibitors shall not display or place any product, sign, partition, person, apparatus, shelving, or other construction which extends more than eight (8) feet above the floor or more than four (4) feet forward from the back wall of the booth. Displays between back construction and front of booth may be no higher than four (4) feet. Specially created island booths, or vehicles on display consisting of three or more standard booths may be exempted from the height and extension rule; however, such an exemption must be granted by Expo Management. No interference with light or view of other exhibitors will be permitted. Exhibit Space side railings must remain clear of obstructions into neighboring Exhibit Spaces. The use of sound systems is permissible, provided that they are not audible more than 3 feet into the aisle or into neighboring exhibit spaces, and that the sound is directed into the Exhibitor's exhibit space vertically. Exposition Management shall have absolute control over implementation of this regulation, the intent of which is that sound systems shall not be audibly objectionable to neighboring Exhibitors. Expo Management retains the right to erect barriers or relocate Exhibit space as a result of complaints received from neighboring exhibitors regarding disturbances caused by flashing lights. Exhibitors must display only the goods manufactured, or services rendered by them in their regular course of business as listed on this Contract. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area. Expo Management reserves the right to restrict exhibits which, because of noise, flashing lights, method of operation, materials, or for any other reason become objectionable, and also to prohibit or remove any exhibit which, in the opinion of Expo Management, may detract from the general character of the Exposition as a whole, or consist of products or services inconsistent with the purpose of the Exposition. This reservation includes persons, things, conduct, printed matter, and anything of a character, which Expo Management deems, is objectionable. In the event of Exhibitor restrictions or removal, the Sponsor shall not be liable for any refunds or other exhibit expenses. No food or animals may be offered or displayed as part of the Exhibit unless given prior approval by Exposition Management. **ALL FIREARMS MUST BE REGISTERED WITH SHOW SECURITY and brought to the attention of Exposition Management upon completion of this Application and Exhibit Space Contract.** All weapons on display must be rendered inoperative and must conform to the list of requirements furnished to Exhibitor, as a contract addendum. Explosives, aerosol/chemical sprays and live ammunitions are strictly prohibited. The N.J. State Police Firearms & Investigations Unit has total jurisdiction in this area and can be contacted at (609) 882-2000. All Exhibitors displaying weapons of any kind must furnish Expo Management with their Weapons Registration Form and signed N.J. State Police Safety & Security Firearms Regulations acknowledgment by no later than Monday, June 27, 2022.
- 7. TAXES AND LICENSES:** Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, or other charges that shall become due to any authority in connection with their activities at the Exposition. Each Exhibitor is responsible for obtaining all necessary licenses and permits to use music photographs or other copyrighted material in the Exhibitor's booth, display or demonstration. No exhibitor will be permitted to play, broadcast or have performed any music, or use any other copyrighted material, such as photographs or other artistic works, without first presenting to Exposition Management satisfactory proof that the Exhibitor has, or does not need, a license to use such music or copyrighted material. The Exhibit shall remain liable for and shall indemnify and hold Exposition Management and Sponsor, their agents and employees, harmless from all loss, claims, causes of action, suits, damages, liabilities, expenses and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) of any patent, copyright, or trade secret rights or privileges by Exhibitor, Exhibitor's agents or employees.
- 8. EXHIBIT SAFETY:** For all exhibits over twelve (12) feet high, the Exhibitor hereby represents and warrants to Sponsor that Exhibitor has taken all steps reasonably necessary in its judgment to ensure the sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected, including obtaining the certification of a registered structural engineer if reasonably available. All Exhibitors accept responsibility for any personal injury or property damage that may result directly or indirectly from the collapse of its exhibit or any portion thereof or the existence of any other unsafe condition in its exhibit. Exhibitor hereby agrees to indemnify and hold harmless the Sponsor (N.J. State Association of Chiefs of Police), Exposition Management (Sitework Associates, Inc.), the owner and manager of the Atlantic City Convention Center facility, and all others lawfully on the exhibit floor, from and against any claim, loss, liability or damage suffered as a result of Exhibitor's construction or maintenance of an unsafe exhibit. Exhibitor will furnish Sponsor with the engineering and/or insurance certificates referred to herein upon request prior to or during the Exposition.
- 9. LIABILITY:** Expo Sponsor (the N.J. State Association of Chiefs of Police), Exposition Management (Sitework Associates, Inc.), the Atlantic City Convention Center, and their agents or representatives, will assume no responsibility for any injury, loss, or damage that may occur to the Exhibitor or the Exhibitor's employees, Exhibitor's property or personal property of their officers, agents or employees from any cause whatsoever. Any exhibitor wishing to insure his personnel or goods against injury, theft, damage by fire, accident or other cause, must do so at his own expense. The Contracting Party hereby indemnifies and shall defend and hold harmless Expo Sponsor, Expo Management, and the Atlantic City Convention Center, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contracting Party's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contracting Party or its employees, agents or subcontractors. Sponsor and Exposition Management shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of war, acts of God, or any other cause beyond its control. Anyone visiting, viewing or otherwise participating in the Exhibitor's exhibit(s) is deemed to be the invitee, guest or licensee of the Exhibitor, rather the invitee, guest or licensee of the Sponsor, their agents or representatives. Sponsor and Exposition Management shall not be liable for any injury whatsoever to property of the Exhibitor, or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees, licensees, or guests of the Exhibitor. Exhibitor agrees to abide by existing agreements and regulations covering the use of services or labor in the Exhibition facility. The Exhibitor assumes full responsibility and liability for the acts or omissions of their agents, employees, or independent contractors, whether acting within or without the scope of their authority and agrees to save harmless Sponsor, Exposition Management, their agents and representatives, and the Convention Center facility from responsibility or liability resulting directly or indirectly from such acts, or omissions. Under no circumstances will Sponsor (N.J. State Association of Chiefs of Police) and Exposition Management (Sitework Associates, Inc.) be liable for any lost profits or other incidental or consequential damages. There is no other agreement or warranty between the Exhibitor and the Sponsor, Exposition Management, their agents or representatives except as set forth in this document. The rights of the Sponsor, Exposition Management, their agents or representatives shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of their organization.
- 10. SECURITY AND INSURANCE:** Sponsor will supply guard service during the hours the exhibit area is closed. However, the Exhibitor is solely and fully responsible for its own exhibit material and should insure its exhibit against loss or damage from any cause whatsoever. All property of an exhibitor is understood to remain in its care, custody and control in transit to or from within the confines of the Exhibit Hall. Exhibitor agrees to waive its right of subrogation against POLICE/SECURITY EXPO 2022 and the officers, directors, employees of its Sponsor and Exposition Management. **LIABILITY INSURANCE:** Exhibitor shall obtain, at its own expense, adequate insurance, but in no event less than \$1 million of comprehensive general liability insurance including the so called "broad form endorsement". Tenant shall be allowed to self-insure.
- 11. CARE OF BUILDING AND EQUIPMENT:** Exhibitors, their agents, employees or independent contractors must not injure or deface the walls or floors of the building, the exhibit spaces, or the equipment of the exhibit spaces. When such damage appears, the Exhibitor is liable to the owner of the property so damaged. All materials used in decoration must be flameproof. Electric wiring must conform with the National Electric Code safety rules and all other applicable rules, regulations, fire laws, electrical codes and other laws of the city of Atlantic City, New Jersey, which affect the installation, conduct and disassembly of the exhibit. Combustible materials or explosives are not permitted in the Exhibit Hall. The Exhibitor shall also comply with requests of officials of the Atlantic City Convention Center and Exposition Management with respect to the installation, conduct and disassembly of the exhibit.
- 12. CANCELLATION:** a. In the event the Exhibitor cancels all, or part, of the exhibit space contracted for hereunder, the following provisions shall apply: (i) if written notice of cancellation is received by the Sponsor prior to March 25, 2022, the Exhibitor shall pay a cancellation fee equal to one-half of the canceled exhibit space rental fee; (ii) if written notice of cancellation is received by the Sponsor on or after March 25, 2022 and prior to April 29, 2022 the Exhibitor shall pay a cancellation fee equal to two-thirds of the canceled exhibit space rental fee; (iii) if written notice of cancellation is received by the Sponsor on or after April 29, 2022 the Exhibitor shall pay a cancellation fee equal to the full canceled exhibit space rental fee. (iv) Whenever the cancellation fee payable hereunder shall exceed the total payments already made to Sponsor, Exhibitor shall promptly pay Sponsor the balance of such fee; whenever the payments already made by Exhibitor to Sponsor hereunder shall exceed the cancellation fee payable, Sponsor shall refund such excess to Exhibitor. Except for such excess, all payments made to Sponsor under the Exhibit Space Contract shall be deemed fully earned and non-refundable when made in consideration for expenses incurred by Sponsor and Sponsor's lost or deferred opportunity to provide exhibit space to others, and all cancellation fees that may become due hereunder are acknowledged by Exhibitor to constitute liquidated damages.  
b. If the exhibit space is not occupied by the Exhibitor by 9:00 a.m. on Tuesday, June 28, 2022 Exhibitor shall be deemed to have canceled the exhibit space contracted for, and Sponsor shall have the right to use such space as it deems appropriate and the Exhibitor shall pay to Sponsor all amounts which would have been due, under the terms of subparagraph (a) above, if Exhibitor had canceled the contract as of such date. If notice of cancellation was not received by 9:00 a.m. on Tuesday, June 28, 2022, the Exhibitor shall, in addition to cancellation fees, pay the cost of decorating the ordered exhibit space in such manner as the Sponsor deems appropriate.  
c. If the Exhibitor does not make full payment when due under the terms of this contract, the Sponsor may terminate this contract and the Exhibitor shall be responsible for payment to the Sponsor of all amounts which would have been due Sponsor, under the terms of subparagraph (a) above, if the Exhibitor had canceled this contract as of the date of such default.  
d. Except as Exhibitor's rental obligation may be reduced in accordance with the terms set forth in subparagraph (a) above, the Exhibitor shall be responsible for payment of the total exhibit space rental fee whether the Exposition is canceled, delayed or relocated, in whole or in part, as a result of riot, strike, civil disorder, act of war, act of God, or any other cause or any kind whatsoever not within the Sponsor's control.  
e. **Covid-19 Pandemic Addendum:** In the event, by written notification, of the June 28 & 29, 2022 Police Security Expo being rescheduled or cancelled by Expo Management, Sponsor or the Atlantic City Convention Center due to restrictions on travel and/or Convention Center facility usage as a direct result of the COVID-19 pandemic, the June 28 & 29, 2022 Exhibitor's Police Security Expo exhibit space rental payment will be credited in its entirety to the next scheduled Police Security Expo with the same Exhibit booth location as previously contracted for in June 28 & 29, 2022. Alternatively, as a result of this rescheduling or cancellation, PSE 2022 Exhibitors can request a refund. PSE 2022 refund requests to Expo Management must be made in writing or through email, and refunded Exhibitors may not have access to the same Exhibit booth space in the next scheduled Police Security Expo event. PSE 2022 Exhibit space refund requests on Exhibit space rental payments previously made via credit/debit cards will be subject to a ten percent (10%) administrative cancellation processing fee. Police Security Expo and their staff acknowledge their voluntary participation in the Expo with the knowledge of the dangers involved which include the possibility of exposure to illness from the Covid-19 disease pandemic, and agree to assume all risks of injury, illness, disability, death, harm & loss associate with or arising from their attendance at the event, forever waiving any & all claims, demands & economic losses & expenses against the Expo's Sponsor or Management.