

Rules and Regulations

For the 106th Annual California State PTA Convention

Sacramento Convention Center, Sacramento, CA

April 28-May 1, 2005

1. Alcoholic Beverages

Alcoholic beverages are not permitted in the exhibit hall at any time.

2. Compliance with Laws and Regulations

Participants shall comply with all federal, state and local laws, ordinances, and regulations now or hereinafter in effect, and obtain all permits and licenses, bonds and insurance required and comply with any rules and regulations regarding use of the Facility established by the Director, as amended from time to time, and with the instructions of Director or authorized City employees.

3. Contract for Space

This constitutes a contract for exhibit space, organization identification sign, carpeting and basic draping only. Carpeting is mandatory for participation in the California State PTA Convention. Any additional items, including but not limited to furniture, electrical service, etc., are not provided and are the responsibility of the exhibitor. Applicants for exhibit space are required to forward to California State PTA the formal Application and Agreement provided herein. Each application must include full payment or a deposit of \$200.00 per space, of which \$100.00 per space is non-refundable, which shall be applied to the space rental fee and must specify products scheduled for exhibition, selling and/or distribution. The application for space, formal notice of assignment and acceptance by California State PTA, and full payment of rental charges constitute a contract for the right to use this space.

4. Catastrophe

In the event of war, fire, strike, government regulations, public catastrophe, act of God or the public enemy or other cause, the convention or any part thereof is prevented from being held, or is canceled by the California State PTA, the California State PTA shall determine and refund to the applicant its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by the California State PTA and reasonable compensation to the California State PTA, but in no case shall the amount of refund to the applicant exceed the amount of the exhibit fee paid.

5. Care of Building and Equipment

Exhibitors, or their agents, shall not injure or deface the walls or floors of the building, the

booths, or the equipment of the booths. When such damage occurs, the exhibitor is liable to the owner of the property so damaged.

6. Failure to Pay Rental Fee

If an exhibitor fails to make payments due hereunder when they are due, such exhibitor's rights to exhibit may be canceled by the California State PTA without further notice. The California State PTA shall be entitled to close an exhibit at any time for failure by any participant or any of their officers, agents, employees, or other representatives to perform, meet or observe any term or condition set forth herein, and such participant shall not be entitled to a refund of any part of any fee.

7. Fire, Safety and Health

The exhibitor assumes all responsibility for compliance with all city and state ordinances and regulations including those covering fire, safety and health. Flammable or other dangerous fluids, substances, materials, equipment, or other items, the use of which is in violation of city, county or state laws or regulations, may not be used in any booth. The exhibitor must use flame-resistant decorative materials. Fire extinguisher equipment shall not be covered or obstructed in any manner. All aisles and exits must be kept clear at all times.
SMOKING IN THE CONVENTION CENTER IS STRICTLY PROHIBITED.

8. Housing Arrangements

Housing information will be sent by the California State PTA. Included will be all information needed to make hotel accommodations while in Sacramento. The Sacramento Convention and Visitors Bureau will be handling all hotel accommodations for the California State PTA Convention.

9. Irregular Canvassing and/or Activities Beyond Exhibitors Space

Distribution of circulars or promotion material may be made only within the booth assigned to the exhibitor presenting such material. Non-exhibiting firms will not be permitted to canvas, solicit, hold conferences, or distribute literature or other promotion devices during the convention.

10. Installation and Dismantling

Installation may begin on Wednesday, April 27, from 8:00 am to 5:00 p.m. If additional time is

needed, contact Russ Luke at GES 562-360-1500 or rluke@gesexpo.com. A walk through by the California State PTA and Fire Marshall will be held on Thursday, April 28 at 9:00 a.m.

Any space not claimed and occupied by 12 noon, Thursday, April 28, may be resold without refund of rental paid. The exhibitor expressly agrees not to dismantle the exhibit or to do any packing before the final closing hour of the exhibit, 2:30 p.m., Saturday, April 30. All exhibits must be removed immediately after the closing time.

11. Indemnification

The applicant hereby agrees to indemnify, defend and protect the California State PTA and Sacramento Convention Center management against, and hold and save the California State PTA and Sacramento Convention Center management harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expense of whatever kind or nature which might result from or arise out of any action or failure to act of the applicant or any of its officers, agents, employees, or other representatives, including but not limited to claims of damage or loss to property, or from out of any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees or other representatives.

12. Liability and Insurance

The California State PTA, the Sacramento Convention Center management or any officers or staff members will not be responsible for the safety of the property of the exhibitors from theft, damage by fire, accident or other causes. Exhibitors are advised to consult their insurance broker for proper coverage on display material from the time it leaves their company's premises until its return. In most cases, a rider can be added to a current policy for a nominal cost. Neither California State PTA nor Sacramento Convention Center management nor any of their officers, agents, employees or other representatives, shall be held accountable or liable for, and the same are hereby released from accountability or liability for any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause and neither the California State PTA nor Long Beach Convention Center management will obtain insurance against any such damage, loss, harm or injury.

Exhibitors are required to provide evidence of Liability Insurance with their application and also provide evidence any time when acting as a vendor at any PTA function. Application and payment will be returned to the exhibitor if

correct insurance is not submitted. If the exhibitor has filed their annual insurance with the California State PTA Broker, Certificate and Additional Insured Endorsement need not be attached to the application. In addition, if the exhibitor has filed their certificate showing the annual term of coverage with the California State PTA Broker, the exhibitor will not have to file separately with any individual unit, council or district during the year for individual events. **(See sample Certificate and Additional Insured Endorsement on pages 9 and 10.)**

The Additional Insured Endorsement attached to the certificate of insurance must name the California State PTA, all units, councils and districts of the California State PTA, and all of their officers, directors, members and volunteers as additional insured. The endorsement should contain the wording "The insurance afforded by this policy shall be primary insurance to any other valid and collectible insurance available to PTA and 'name of your business'."

The Comprehensive General Liability policy must be for a minimum of \$1,000,000.00 combined single limit and cover, among other risks, the contractual liability assumed by Concessionaire, personal injury coverage, premises liability coverage and products liability if you are providing a product. The certificate must allow for thirty days notice of cancellation to the PTA.

"Vendors/Concessionaires are required to have insurance in case their operations cause injury to anyone. The California State PTA has insurance to cover the California State PTA and its units, councils, and districts if they are the cause of an injury."

13. Live Animals

Live animals must be caged or in an enclosure at all times.

14. Product Samples

Exhibitors may dispense refreshments from their space. Items must not be substantial enough to compete with food service concessionaires.

15. Public Safety

Participants shall conduct their activities, with full regard to public safety, and shall observe and abide by all applicable regulations, now in effect or as amended or promulgated from time to time, and requested by City and duly authorized governmental agencies responsible for public safety.

16. Restrictions in Operation of Exhibits

California State PTA reserves the right to restrict exhibits which, because of noise, method of

operation, materials, or any reason, become objectionable, and also to prohibit or evict any exhibit, which in the opinion of the management may detract from the general character of the exhibit as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character that the management determines is objectionable to the display. In the event, of such restriction or eviction, the California State PTA is not liable for any refunds of rental or other exhibit expense. Sideshow tactics and lotteries are deemed inappropriate and are prohibited. Drawings may be held that do not involve an exchange of money. Order forms may be distributed for mail order purchases, and products may be demonstrated from a booth.

17. Selling – Dates and Hours

Exhibits open as follows:

MOVE IN:

Wednesday, April 27 8:00 a.m. – 5:00 p.m.
If additional time is needed, contact Russ Luke
at GES 562-360-1500 or rluke@gesexpo.com.

MOVE OUT:

Saturday, April 30 2:30 p.m.

EXHIBIT HOURS:

Thursday, April 28 10:00 a.m. – 4:00 p.m.
Friday, April 29 8:00 a.m. – 2:30 p.m.
Saturday, April 30 8:00 a.m. – 2:30 p.m.

EXHIBITS CLOSE:

Saturday, April 30 2:30 p.m.
Note: The decorator will begin dismantling at
2:30 p.m. on Saturday, April 30

EXHIBITING

All exhibitors that exhibit at the California State PTA Convention must have a valid business license and have the number available, upon request, in the exhibit booth. A certificate of insurance, with endorsement attached, is required to exhibit and must accompany your payment and application. Persons who are well prepared to discuss effectively all products and services should be present during exhibit hours.

SELLING

All exhibitors that sell from the exhibit booth must have a valid California Business License and have it available, upon request, in the exhibit booth.

18. Sound Devices

All sound making equipment shall be operated at a level that will not interfere with other exhibitors.

19. Selection of Exhibitors

Only firms and organizations whose services or products are appropriately related to the education, health, welfare, or personal

development of children and youth shall be permitted to exhibit. The California State PTA reserves the right to decline or prohibit any exhibit which in its judgment is inappropriate. This reservation is all-inclusive as to persons, things, printed matter, products, and conduct.

The California State PTA reserves the right to decline or prohibit any exhibitor who in its judgment has not fulfilled the contractual obligations to PTA units, councils, or districts, this reservation is all-inclusive as to changes of company names and any attempt to subvert this prohibition. Exhibitors who cause the California State PTA a financial burden or harass other exhibitors, will not be permitted to exhibit.

20. Use of Space

All demonstrations, or other promotional activities, must be confined to the limits of the exhibit booth. Any item extending beyond the assigned space is subject to removal by Show Management. An exhibitor shall not assign, share or sublet any space allotted without the written consent of California State PTA. No exhibitor is permitted to show goods other than those manufactured or sold by it in the regular course of business. The exhibitor shall not display or place any product, sign, partition, apparatus, shelving, or other construction which extends more than eight (8) feet above the floor or more than four (4) feet in depth from the back wall. Helium balloons are not permitted in the exhibit hall. Displays not meeting these requirements must receive prior approval from the California State PTA Convention Commission. No interference with the light or view of other exhibitors will be permitted.

21. Workers' Compensation Insurance

By entering into this Agreement, the applicant certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability of workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and certifies that it will comply with such provisions before commencing any activities in connection with this Agreement.

These Rules and Regulations become a part of the contract between the exhibitor and California State PTA. They have been formulated in the best interest of the exhibitors. The management respectfully asks the full cooperation of the exhibitors in their observance. All points not covered are subject to the decision of the management.

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