

American Coatings Show 2022 - Terms and Conditions for Participation

American Coatings Show Terms and Conditions for Exhibitors

American Coatings Media, LLC, d/b/a AC Media, is hereinafter referred to as "Organizer."

1. Venue, Duration, Hours

Venue:

Indiana Convention Center 100 S. Capitol Ave.
Indianapolis, IN U.S.A. 46225

Show Duration:

Tuesday - Thursday / April 5 - April 7, 2022

Show Dates/Hours:

Tuesday - Wednesday, April 5 - April 6, 2022, 9:00am - 5:00pm Thursday, April 7, 2022, 9:00am - 1:00pm

2. Exhibit Space Rental Prices are per sq. ft. of exhibit space

USD 33.50 In-line booth

USD 34.50 Corner booth

USD 35.50 Peninsula booth

USD 36.50 Island booth

"Two story" or "double decker" booths are subject to an additional charge of 50% of cost per sq. ft.

Early booking discount of 5% on price of exhibit space for applications received by August 1, 2021.

Additionally, ACA member companies will receive a discount of 10%, and European Coatings Show 2021 exhibitors receive a discount of 5% on the price of exhibit space (the two latter discounts cannot be combined).

Exhibit space rental includes:

- Rent of the exhibit space during assembly, exhibition and dismantling;
- General guarding of the exhibition halls. General lighting of the exhibition hall. General cleaning of the passageways;
- Basic entry in the online event app;
- Entry in the Show Pocket Guide;
- Basic Entry in Online Interactive Floor Plan.

3. Basic Booth Requirements:

All exhibitors are required to erect 8 ft. high back-wall partition and 3 ft. line of sight side-wall partition by neighboring booths on all closed sides of their assigned exhibit space. Please note that back-wall and side-wall partitions must be hard-wall elements. Please ask show management for further clarification if this is your first time exhibiting at the American Coatings Show. Exhibitors must also lay carpet or flooring covering their contracted space. There are zero exceptions to the 8ft booth height requirement. The only exception to the rule is when occupying an Island booth in which, if a wall is present, its maximum height shall not exceed 20 ft. Required partition walls and carpet/flooring are not included in the exhibit space rental. It must be purchased separately and is available via the Exhibitor Service Manual. Please note, any Exhibitor not ordering the booth package offered by the show- appointed general service contractor will be required to provide Organizer with a complete booth rendering, including hard wall structure for all closed walls prior to January 31, 2022.

All Exhibitors are required to provide proof of insurance via Certificate of Insurance (referred to as COI) meeting the requirements of Section 26 to Organizer prior to January 31, 2022. An example of the COI form is available in the ACS 2022 Exhibitor Service Manual. For any additional information please contact show management.

4. Exhibitor Application/Booth Selection

Applications to exhibit at American Coatings Show must be completed either:

1. Via the online exhibitor application, complete with authorized electronic signature, which is equivalent to a handwritten signature; or
2. Via print application, complete with authorized signature. Such an application constitutes a contractual offer to the Organizer.

By signing the application, Exhibitor agrees that these Terms & Conditions are binding upon Exhibitor, and Exhibitor is further responsible for adherence to these Terms by all persons employed by him at the event. Exhibitor may indicate on the exhibitor application, in the appropriate section, the desired booth location(s) by listing the preferred booth number(s) in order of preference, as labeled on the official show floor plan (available on the show website).

5. Booth Confirmation/Payment Conditions

Upon receipt of the application by Organizer, Exhibitor will be provided a booth confirmation letter via email indicating booth number accompanied by an invoice requiring a 50% deposit due within 30 days of issue date to secure exhibit space. Should the deposit not be received within 30 days of issue date, Organizer reserves the right to release the reserved space offered in the confirmation letter.

The remaining 50% exhibit space rental balance is due no later than January 15, 2022 Exhibitors who submit applications after January 1, 2022 will be required to pay the full amount exhibit space rental within 30 days of invoice. All payments are to be made in USD without charges, quoting invoice number. The Organizer will accept international wire transfer. An entitlement to occupy the allocated exhibit space exists only after payment of invoices in full.

6. Cancellation Terms

Once Organizer accepts Exhibitor's application and exhibit space is allocated, the Exhibitor is contracted to exhibit space. An Exhibitor who cancels his booth space reservation must pay a cancellation fee, as set out below. Cancellations or downsizes of exhibit space must be made in writing only and are subject to the following provisions:

- Cancellations or booth downsizes received prior to December 1, 2021 are subject to a cancellation fee equal to 50% of the cancelled exhibit space price.
- Cancellations or booth downsizes received on or after December 1, 2021 are subject to a cancellation fee equal to 100% of the cancelled exhibit space price.
- If Exhibitor has not set up his booth by 3 pm on the day before opening day of the Event, and has not notified Organizer of cancellation, Organizer reserves the right to reassign Exhibitor's booth space.

7. Co-Exhibitor Terms and Participation Fees

Co-exhibitors are companies who appear on a direct exhibitor's booth and present their own products with their own personnel. Their independence must also be recognizable without physical separation. Co-exhibitors are only admissible if they fulfill the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full. Co-exhibitors are subject to the same conditions as the exhibitor. The co-exhibitor application form can only be submitted directly to Organizer via email. The Organizer will charge the direct Exhibitor a participation fee at the total price of USD \$1,500.00 for each co-Exhibitor registered.

8. Exhibitor Passes

Each Exhibitor will be given passes according to booth size for his exhibition booth and operating personnel for admittance during the trade show at no charge. Three (3) passes will be issued for every 100 sq. ft. of exhibit space. Additional Exhibitor passes beyond this allotment can be purchased for \$35 USD each. Organizer will charge \$35 USD per badge to replace lost passes. Exhibitor passes will not be mailed in advance, but rather picked up on-site during the Event.

9. Assembly/Dismantle

Assembly:

Friday, April 1, 2022 - Monday, April 4, 2022

Exhibition booths for which assembly has not commenced by 3 pm on Monday, April 4, 2022 will be decorated by the Organizer, if they cannot be otherwise disposed of. Costs incurred will be charged to the Exhibitor.

Dismantling:

Thursday, April 7, 2022, 1:00 pm - 10:00 pm

Friday, April 8, 2022, 7:00 am - 8:00 pm

Saturday, April 9, 2022, 7:00 am - 5:00 pm

Organizer does not permit early dismantling. Access to the halls during assembly and dismantling times is only permitted on display of special passes, which are not valid during the exhibition.

10. Booth Design Guidelines

The Exhibitor is responsible for booth equipment and decoration. The AC Show operates from the IAEE Guidelines. The overriding principle for the design of all exhibition booths is transparency. All open sides of the booth must be freely accessible. This means that at least 50% of the respective gangway side must not be obstructed by structures or fittings. Standard booth height is 8 feet. The backs of booth partition walls, advertising carriers or other design elements facing neighboring booths and exceeding a height of 8 ft must be of neutral design and clean, and must not contain any text or graphics.

If a rental booth is not purchased by Exhibitor, a fascia must be fitted on all open sides of the exhibition booth. The fascia is not required, if the necessary booth appearance is provided in some other way. The Organizer reserves the right to give further instructions concerning the design of booths. All other booth partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way. The Exhibitor is liable for damage done and will be charged with the costs. Pillars, installations and fire-fighting equipment within the booth are part of the allotted exhibit space and must be accessible at all times. Exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by the Organizer or the neighboring exhibitors affected.

Exhibitor agrees to and shall further adhere to the Special rules and regulations by the Indiana Convention Center and General Contractor, which can be found in the Indiana Convention Center & Lucas Oil Stadium Facility Guide (hereinafter referred to as Facility Guide in which a copy can be found [here](#)).

11. Exhibition and Approved Goods

Admissible as exhibitors are manufacturers, distributors, wholesalers, importers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the list of products or services provided. All exhibition goods must be described in detail in the application. Exhibition goods or services that violate intellectual property rights will not be admitted.

12. Exclusion of Exhibits

The Organizer is entitled to demand the removal of items which have not been listed in the application form or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of intellectual property rights. If this demand is not complied with, such items will be removed by the Organizer at the expense of the Exhibitor. If a violation of intellectual property rights by a third party is proven (e.g., on the grounds of a valid court ruling against the Exhibitor), the Organizer may further exclude the Exhibitor from participating in a subsequent event.

13. Advertising

Advertising of all kinds is allowed only within the exhibit space rented by the Exhibitor for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the application form and admitted. The use of equipment to achieve an increased advertising effect by optical and/or acoustic means requires the written consent of the Organizer.

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14. Protection of Intellectual Property Rights

Exhibitor warrants that it is the owner or has been duly licensed or authorized by the owners of all trademarks, patents or copyrights to products, music, marks, inventions and/or material to be displayed, used or performed as part of the Exhibit or in conjunction with Exhibitor's use of the exhibited space. Exhibitor agrees to indemnify and hold Organizer harmless for any breach of this warranty and from any and all claims, losses, or expenses incurred with regard thereto, including attorneys' fees.

15. Photographs, drawings, films

The Organizer is entitled to have photographs, drawings, recordings, and films made of the exhibition, exhibits and exhibition constructions and booths and to use these for publicity or press purposes without Exhibitor objection. This also applies to photographs produced directly by the press with the consent of the Organizer. For photographs, drawings and films of booths, Exhibitors must only use service contractors authorized by the Organizer and in possession of a relevant permit. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours. Exhibitors are not permitted to produce photographs, drawings, and films of the booths and exhibits of other exhibitors.

16. Direct Selling

Direct selling is not permitted before, during, or after the show.

17. Cleaning

The Organizer is responsible for general cleaning of the grounds and hall passages. Booth cleaning is the responsibility of the Exhibitor and must be completed daily before the opening of the exhibition. Exhibitor shall use the service contractor engaged by the Organizer for booth cleaning.

18. Supervision

The Organizer will arrange general supervision in the exhibition center. This shall not affect Organizer's limited liability. Exhibitors are encouraged to make their own arrangements for the security of their booths and exhibition items and affect appropriate insurance coverage. Valuable items which can be removed should be locked away at night. Additional booth supervision is available at the Exhibitor's own expense by using the service contractor engaged by the Organizer. Exhibitor is obligated to fit any exhibited machinery or equipment with appropriate safety devices. Organizer is entitled to prohibit the exhibition or operation of machinery and/or equipment at its discretion.

19. Exhibitor Services Manual/Contraventions

Exhibitor further agrees to accept and comply with the Event Exhibitor Services Manual regulations and all instructions of the Organizer's staff. Contraventions of these Terms or instructions shall entitle the Organizer, if such contraventions continue after warning, to close Exhibitor's booth, at the Exhibitor's own risk and expense and without claim to compensation.

20. Use of Pre-Qualified Vendor

Exhibitor agrees that all exhibitor-appointed contractors, including Decorators and contracted security firms, must be pre-qualified as required under the Facility Guide before providing any services at the Indiana Convention Center.

21. Force Majeure

If the performance of either Organizer or Exhibitor is impeded, interrupted and/or discontinued in whole or in part, due to disaster, civil disorder, terrorism, national emergency, strike, lockout, war, boycott, curtailment of transportation, failure of electricity, communication or other utilities, inclement weather, any restrictions imposed by any governmental authority, communicable disease, pandemic, virus, epidemic, emergency declaration by any government agency or any other cause beyond the reasonable control of the impacted party, which makes it impractical, unadvisable, illegal or impossible to perform, including attending or hosting the Event according to schedule (Force Majeure Event), the impacted party may declare force majeure. COVID-19 and all related consequences thereof shall be a Force Majeure Event. In such instance refunds, if any, to Exhibitors shall be made according to the following schedule:

- If the Force Majeure Event occurs, Exhibitor shall be entitled to a refund of 80% of the exhibit space rental price less Organizer incurred costs and administrative fees.

Except as set forth above, in the event of any Organizer declared Force Majeure Event (including without limitation, cancellation of the show) Exhibitor releases Organizer from any and all damages or claims for damages, including booth rental, sponsorships, or entrance fee refunds.

22. Organizer Liability Limitation

Except as otherwise stated in these Terms, Exhibitor agrees: (a) Exhibitor's participation in each event is "as is," "as available," and at Exhibitor's sole risk; and (b) that Organizer shall have no liability, obligation or responsibility to Exhibitor. Notwithstanding any other provision of these Terms, the maximum liability of Organizer to Exhibitor shall not exceed the lesser of (i) the amount paid by Exhibitor to Organizer or (ii) \$5,000 USD; recovery of such amount shall be the Exhibitor's sole and exclusive legal remedy. Organizer shall not be liable to Exhibitor in any respect for any claims, losses, expenses, injuries, or damages arising out of or related to the American Coatings Show or Exhibitor's participation in the show due to any act or omission of Organizer, or its employees or agents, or any third person. Exhibitor acknowledges that Organizer neither presents nor implies attendance guarantees at the Event and that Event attendance is an inherent risk associated with participation in exhibitions or trade show events.

23. Indemnification

Exhibitor shall defend, indemnify and hold harmless Organizer and its respective officers, directors, agents and employees, including without limitation the American Coatings Association, from and against any and all liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney's fees) on account of personal injury, death, or damage to or loss of property arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Exhibitor, its employees, agents, contractors, members, exhibitors, patrons, or invitees. The foregoing shall not apply with respect to any liability, damage, or loss directly and solely caused by the gross negligence or willful misconduct of the Organizer.

24. Contractual Terms of Participation

In addition to these Terms, the Contractual terms of participation in Event include the Facility Guide; the organizational (e.g., Exhibitor information), technical (e.g. Exhibitor Service Manual) and other conditions notified to the Exhibitor before the exhibition begins. If Organizer provides additional exhibition services through a Service Partner in response to a separate order, the general terms and conditions of business of the respective Service Partner shall prevail over these Terms in the case of discrepancies.

25. Collection of Personal Data

Personal data is collected, processed and used by the Organizer and, if applicable, by its Service Partners in accordance with the respective privacy policies of Organizer and its service providers.

26. Exhibitor Insurance

Exhibitor is required to purchase and maintain during the Event, the following insurances: (i) a \$2,000,000 aggregate Commercial General Liability Insurance that includes, but not limited to, coverage for Damage to Rented Premises, Products/Completed Operations, Contractual Liability for obligations assumed under this Agreement, and for liability arising out of the operation of subcontractors; (ii) a \$1,000,000 Automobile Liability Insurance for combined single limit Bodily Injury & Property Damage or equivalent; (iii) \$1,000,000 Umbrella/Excess Insurance (on a follow form basis), and (iv) Worker's Compensation. Policies shall be endorsed to provide waiver of subrogation in favor of Organizer. Exhibitor agrees that its Commercial General Liability, Automobile and Umbrella/Excess policy or policies shall be separately and specifically endorsed, as necessary, to provide that the American Coatings Media LLC, Capital Improvement Board of Managers of Marion County, Indiana, the Marion County Convention and Recreational Facilities Authority ("MCCRFA"), the Indiana Stadium and Convention Building Authority ("ISCBA") are Additional Insureds under such policy or policies. Exhibitors must submit to Exhibitor a Certificate of Insurance (COI) evidencing the above by January 31, 2022 or within ten days of registration; an example of the relevant COI form is available in the Exhibitor Service Manual.

27. Modification of Exhibition

Organizer reserves the right to cancel, postpone or relocate the Event, to shorten or lengthen the exhibition, or for technical, official or other compelling reasons in the opinion of the Organizer to assign to the Exhibitor another space or to modify and reduce the size of the space.

28. Notice

All communications hereunder shall be in writing and shall be sent by mail to Organizer at AC Media 901 New York Ave, NW, Suite 300, Washington DC, 20001, with a copy by email to: chames@paint.org, and to Exhibitor using the contact information provided in the Exhibitor contract and/or sponsorship form (if applicable); provided however, that during an event, such communications may be delivered by hand to an authorized representative of Exhibitor or Organizer, as the case may be.

29. Arbitration, Choice of Law

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to the principles of conflict of laws. Any dispute by Exhibitor or any of Exhibitor's representatives arising out of or related to the event, these Terms or otherwise between Organizer and Exhibitor, shall be resolved by mandatory binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. Judgment upon the award rendered by such an arbitrator may be entered in any court having jurisdiction. Arbitration will be conducted in the District of Columbia.

30. Timely filing of claims.

Exhibitor agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Exhibitor's participation in the show (or that of any of Exhibitor's representatives) or otherwise related to Exhibitor dealings with any of the Organizer parties must be filed pursuant to Section 29 above within one (1) year after the Event.

31. Compliance with the Law

The Exhibitor shall comply with all laws of the United States and the State of Indiana, all ordinances of the City of Indianapolis, all rules and requirements of the police and fire departments or other municipal authorities of the City of Indianapolis, including all applicable safety, fire and health ordinances.