

EXHIBIT APPLICATION AND CONTRACT

THE WESTIN BOSTON SEAPORT DISTRICT OCTOBER 27-30, 2024 • BOSTON, MA

Complete the application and contract in its entirety, sign and return it to Kevin Traver at <u>ktraver@aapa-ports.org</u>. The information provided in this application and contract will be used for all literature and mailings. Please keep AAPA advised of any changes.

CONTACT INFORMATION

Company Name			
Address	City Address		
Zip / Postal Code Country	Website		
Representative Name	Title		
Email	Phone		

EXHIBIT SPACE AND RATES

For AAPA Members FY23 dues must be paid by the booth payment deadline or with your booth application. Each booth includes a company ID sign, 6' skirted table and two chairs, wastebasket, exhibitor logo on AAPA convention website, and company description in the printed convention program.

BOOTH PREFERENCE

\$5,200.00	10'x10' Regular Member Fee (includes one (1) booth staff badge)
\$5,700.00	10'x10' Regular Non-Member Fee (includes one (1) booth staff badge)
\$6,200.00	10'x10' Premium Member Fee (includes one (1) booth staff badge)
\$6,700.00	10'x10' Premium Non-Member Fee (includes one (1) booth staff badge)
\$10,400.00	10x20' Regular Member Fee (includes one (1) booth staff badge)
\$11,400.00	10x20' Regular Non-Member Fee (includes one (1) booth staff badge)
\$12,400.00	10x20' Premium Member Fee (includes one (1) booth staff badge)
\$13,400.00	10x20' Premium Non-Member Fee (includes one (1) booth staff badge)
\$20,800.00	20x20' Regular Member Fee (includes one (1) booth staff badge)
\$22,800.00	20x20' Regular Non-Member Fee (includes one (1) booth staff badge)
\$24,800.00	20x20' Premium Island Member Fee (includes one (1) booth staff badge)
\$26,800.00	20x20' Premium Island Non-Member Fee (includes one (1) booth staff badge)

Your booth comes with 2 Full Registrations for the AAPA Annual Convention. Additional Full Registrations can be purchased for \$900.00 each via the AAPA Registration site. Your company representative will receive a link to the AAPA Annual Convention Registration site once your contract has been processed for payment to register your 2 free attendees and any additional registrations you would like to purchase. If you have any questions on this process, please email Maggie Soergel at msoergel@aapa-ports.org.

Booth Preference (Please review the floor plan carefully)

1 st choice	2 nd choice	3 rd choice

ACCEPTANCE

Exhibit space will not be held or confirmed without deposit. Failure to make payments does not release the contracted or financial obligation of Exhibitor. A deposit equal to 50% of the total booth fee is due within 30 days of receipt of exhibit space confirmation and invoice. The remainder of the booth fee is due by June 30, 2024. Cancellations must be in writing. If you cancel your booth on or before January 1, 2024, a \$500 cancellation fee will apply. Fees are not refundable after January 2, 2024.

This exhibit space application will become a contract upon acceptance with authorized signature and is based upon the exhibit floor plan, exhibit space fees, rules governing the exposition and general information that is included with this document.

Signatures on contract for space means the person or persons signing the exhibition space contract on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim against AAPA that such person or persons did not have such authority. By applying for exhibit space, we hereby agree to:

- 1. Comply with all policies and rules and regulations of AAPA and the Westin Boston Seaport District. Failure to comply with these policies may result in loss of priority as an exhibitor and/or exclusion from future conventions.
- Remit the full booth rental fee to AAPA by the payment deadline. 2.
- Provide insurance coverage as required by the AAPA rules and regulations. 3.
- Hold harmless AAPA and the Westin Boston Seaport District from and against any loss, liability, actions or causes of action, 4. damages for injury to persons or property sustained by reason of occupation or occupational use of any portion of the facility or participation in the Show, acts done or performed by us (the Exhibitor), our agents, or our employees. Loss or injury due to theft, damage by fire, accident, or any other causes will be covered by our insurance or self-insurance.
- Be responsible for any damage caused by our employees or agents. 5.

Representative'	s Signature
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Printed Name

DO NOT COMPLETE BELOW THIS LINE - FOR SHOW MANAGEMENT USE ONLY

Authorized AAPA Signature Assigned Booth Number ______ Size _____ Date _____

Date

_____ Date _____



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2024 CONVENTION EXPOSITION RULES & REGULATIONS

1. ORGANIZER. 2024 AAPA Annual Convention is organized, owned, and presented by the American Association of Port Authorities. The American Association of Port Authorities is referred to as "AAPA" for purposes of these 2024 Exposition Rules.

2. PURPOSE. The objective of The AAPA Annual Convention is to further the objectives of the American Association of Port Authorities by providing a forum through exhibits and technical panels. Exhibitors are limited to firms, organizations, and agencies whose exhibits are in harmony with the purpose of this Exposition.

3. LOCATION OF EXHIBITS. The Exposition will be held at the Westin Boston Seaport District, in Boston, MA.

4. SUBLEASING. Exhibitor may not sublet his exhibit space, nor any part thereof, nor exhibit, offer for sale or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from his booth. Rulings of AAPA shall, in all instances, be final with regard to the use of exhibit space.

5. OCCUPANCY DEFAULT. Any exhibitor failing to occupy space contracted with AAPA shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be taken by AAPA, and re-allocated or reassigned for such purposes or use AAPA may see fit.

6. ELIGIBILITY. AAPA has the sole right to determine the eligibility of any company or product for inclusion in the Exposition.

7. CANCELLATION OR CHANGE OF EXPOSITION. In the event that the premises in which the Exposition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of AAPA or its agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of AAPA. AAPA shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of AAPA. Causes for such action beyond the control of AAPA shall include but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, an act of a public enemy, riot, or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the Loews Royal Pacific Resort, municipal, state or federal laws, or act of God. Should AAPA terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. Refunds of "Paid Exhibit Space Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of AAPA and in any case, will not exceed the amount of each exhibitor's paid exhibit space fee less any pro-rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by AAPA through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later

8. CANCELLATION BY EXHIBITOR. In the event of cancellation by an exhibitor, AAPA shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following schedule: A deposit equal to 50% of the total booth fee is due within 30 days of receipt of exhibit space confirmation and invoice. The remainder of the booth fee is due by June 30, 2024. Cancellations must be in writing. If you cancel your booth on or before January 1, 2024, a \$500 cancellation fee will apply. Fees are not refundable after January 2, 2024. AAPA must receive written notification of the cancellation by electronic, registered or certified mail. Date cancellation notice is received by AAPA will determine the above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, AAPA reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

9. LIMITATION OF LIABILITY. Exhibitor agrees to make no claim for any reason whatsoever against AAPA, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Exposition as scheduled; nor for any action or omission of AAPA. The exhibitor is solely responsible for his own exhibition material and products and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within the confines of the exhibit hall. AAPA shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property.

10. INSURANCE. Exhibitors shall, at their sole cost and expense, procure and maintain through the term of this contract, the following insurance: Comprehensive General Liability insurance with limits not less than \$1,000,000 including Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all laws covering the exhibitor's employees. Proof of such insurance shall be provided to AAPA or its agent or representative prior to exhibit setup.

11. UNION LABOR. Exhibitor shall employ only union labor, as made available by official contractors in the setting up and dismantling of the exhibits and in the operations when required by union agreements. Exhibitors planning to build special displays should employ union display companies in their fabrication, carpentry and electrical work.

12. INSTALLING, EXHIBITING, DISMANTLING. Hours and dates for installing, exhibiting, and dismantling shall be those specified by AAPA. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exposition before the specified conclusion of the dismantling period set by AAPA.

13. DAMAGE TO PROPERTY. Exhibitor is liable for any damage caused by exhibitor, exhibitor's agents, employees or representatives to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Exhibitors may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment.



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14. FLOOR LOADING. Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

15. ALCOHOLIC BEVERAGES. The dispensing, distribution or use of alcoholic beverages in the Exposition Hall is prohibited without the express prior approval of AAPA.

16. FLAMMABLE MATERIALS. No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations may be used in any booth.

17. LOTTERIES OR CONTESTS. The operation of games of chance or lottery devices or the actual or simulated pursuit of any recreational past time is permitted only on written approval from AAPA.

18. NOISE AND ODORS. Noisy or obstructive work will not be permitted during open hours of the Exposition, nor will noisily operating displays, nor exhibits producing objectionable odors. AAPA shall have sole discretion in determining what is noisy, obstructive, or objectionable.

19. MUSIC. Any exhibitor using music must ensure that licensing fees have been paid to the appropriate agency, i.e., ASCAP or BMI. AAPA is not responsible for any licensing fees for music played in the exhibitor's booth.

20. OBSTRUCTION OF AISLES OR BOOTHS. Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's booth shall be suspended for any periods specified by AAPA.

21. ATTENDANCE. Admission policies shall remain, at all times, the prerogative of AAPA, and may be revised or amended to suit unforeseen conditions.

22. BOOTH PERSONNEL. Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. Booth personnel shall wear "exhibitor" badge identification furnished by AAPA at all times while they are in the exhibit area. All other employees and representatives of the exhibiting companies must register as Show Attendees. AAPA reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

23. HEIGHT AND NON-BLOCKING REGULATIONS. Advertising, logos, and displays are not to exceed 8 feet in height. No exhibit may exceed 4½ feet in height if it extends over 5 feet forward from the back drape. Freestanding back walls must be within 18" of the back drape. All exhibitors wishing to exceed 8 feet in height must be in an island configuration. These requirements are necessary to provide visual access to all booths. All unfinished parts of a display/exhibit that are exposed and facing an aisle or neighboring exhibitor must be curtained off at the exhibitor's expense. Any exhibit display in violation will be disassembled by show management.

24. ELECTRICAL SAFETY. All wiring on booths or display fixtures must meet underwriters' rules and standard fire department inspection. This applies to booth construction only and not to pre-wired radio and electronic equipment.

25. USE OF SPACE. Displays and demonstrations are limited to the confines of an exhibitor's own booth, as is the distribution of literature or other items.

26. DISTRIBUTION OF PUBLICATIONS. The distribution of publications, electronic media or media marketing materials on the 2024 AAPA Annual Convention premises or at The AAPA Annual Convention events is restricted without prior written approval from AAPA. For further details contact AAPA or refer to the Exhibitor Manual.

27. DISPLAY. AAPA shall have full authority for approval or arrangement and appearance of items displayed. AAPA may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to AAPA for the costs that may evolve upon exhibitor thereby. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished at twelve noon of the day before the scheduled opening of the show, AAPA shall authorize the official decorator to affect the necessary finish and the exhibitor must pay all charges involved thereby.

28. EXHIBITOR REPRESENTATIVE'S RESPONSIBILITY. Exhibitor agrees to indemnify AAPA its employees, agents, or representatives against—and hold them harmless for—all claims arising out of the acts of negligence of exhibitor, exhibitor's agents, employees or representatives, and any claims for injury to an exhibitor, its employees, agents, representatives, or event attendees.

29. WAIVER OF RIGHTS. Any rights of AAPA under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of AAPA.

30. RELOCATION AND FLOOR PLAN REVISIONS. AAPA retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

31. HOTEL. The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Hotel premises and will indemnify, defend, and hold harmless the Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

32. AMENDMENT AND ADDITION RULES. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of AAPA. AAPA may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations.

33. AGREEMENT TO RULES. Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitors Manual, and by any amendments and additional rules that may be put into effect by AAPA.