



AACE Annual Meeting Sponsor Rules and Regulations

1. Purpose

The objective of AACE's Annual Meeting 2024 ("Exposition") is to further American Association of Clinical Endocrinology's ("AACE") objectives by providing a forum through sponsorships and educational sessions. Sponsors are limited to firms, organizations, and agencies whose exhibits, and sponsorship are in harmony with the purpose of this Exposition. .

2. Location of Exposition

The Exposition will be held at the Hyatt Regency New Orleans, New Orleans, LA for the dates of May 9-11, 2024.

Sponsor may not sublet their physical activation space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the sponsoring company, except where such articles are necessary for proper demonstration or operation of the sponsor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Sponsor may not permit non-sponsoring company representatives to operate from his physical. Rulings of AACE shall, in all instances, be final regarding use of activation space.

3. Occupancy Default

Any sponsor failing to occupy physical or digital space contracted for 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 physical or digital displays, such space shall be taken by AACE, and re-allocated or reassigned for such purposes or use at AACE's sole discretion.

4. Eligibility

AACE has the sole right to determine the eligibility of any company or product for inclusion in the Exposition. The selling of any products or services without prior approval from AACE is strictly prohibited. All products and services exhibited/presented must be relevant to the endocrine care team as determined by AACE. Sponsors guarantee and warrant that their activations will be in compliance with applicable regulations regarding the marketing and advertising of their products. AACE will not be responsible for any losses incurred, including inability to exhibit, for sponsors that do not have the necessary legal documents in place to sell products or conduct any activities within the space. It is the responsibility of the sponsor to obtain and file the necessary city and/or state sales permits where required. Sponsor will provide a copy of the documents to AACE prior to the show. The sale of approved products or services does not constitute an endorsement of the product or service by AACE. AACE reserves the right to refuse space to any company who has failed to fulfill its financial obligations to AACE, and/or whose products or services, in the judgment of AACE, do not meet the educational, scientific or practice needs of our members and attendees.

5. 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 for any reason, the Exposition may be canceled or moved to another appropriate location or changed to solely digital exhibits via a digital meeting, at the sole discretion of AACE. AACE shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cancellation or change of Exposition. Reasons for changes or cancellation of Exposition shall include but are not limited to: fire, casualty, flood, epidemic or pandemic necessitating measures to reduce the spread, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, 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 for any reason, disruptions to/or loss of internet services, for any reason regardless of cause, or other termination by the Hyatt Regency New Orleans, municipal, state

or federal laws, or act of God. Should AACE terminate this agreement pursuant to the provisions of this section, the sponsor waives claims for damage arising therefrom. In the event AACE determines that the Exposition shall be terminated or canceled for any reason, refunds of "Paid Sponsorship Fees" will be made upon the sole discretion of AACE. In any case, refunds will not exceed the amount of each Sponsors' paid fees less any prorata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by AACE through the date of termination or cancellation.

6. Cancellation by Sponsor

In the event of cancellation for any reason by a sponsor, AACE shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the sponsor's contract for the Exposition.

AACE must receive written notification of the cancellation (email is permissible). Date cancellation notice is received by AACE will determine above assessment charges. In the event of either a full or partial cancellation of sponsorship by sponsor, AACE reserves the right to reassign sponsorship, regardless of the cancellation assessment. Subsequent reassignment of canceled sponsorship does not relieve the canceling sponsor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

Downsizing requests for sponsorship packages will be considered same as cancellation (same dates and penalties apply) and will be accommodated on an available basis. If a sponsor does not notify ACCE that they are not coming prior to the show set-up (i.e. no shows), future placement at AACE meetings may be compromised or denied.

7. Payment

All activation space, support opportunities, advertising and marketing opportunities, sponsor directory listings etc. must be paid in full prior to the first day of the Exposition. Sponsors with outstanding balances will not be permitted to access the Exposition. Badges will also be withheld until full payment has been received.

AACE requires payment in accordance with the Sponsors Exposition Contract. Failure to make payments does not release the contracted or financial obligation of Sponsor.

8. Limitation of Liability

Sponsor agrees to make no claim for any reason whatsoever against AACE, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to sponsor, sponsor's 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 AACE. The sponsor is solely responsible for its 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 a sponsor is in its care, custody, and control in transit to, or from, or within the confines of the AACE Learning Zone. AACE shall bear no responsibility for the safety of the sponsor, its personnel, employees, agents or representatives or personal property.

9. Sponsor Insurance – Physical Sponsor Activations

Sponsor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased for the physical event. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name the AACE, SPARGO, Inc., the Hyatt Regency New Orleans and General Services Contractor (Freeman) as an additional insured. During the term hereof, the sponsor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of sponsor's employees engaged in the performance of any work for sponsor. All property of the sponsor is understood to remain under its custody and control in transit

to and from the confines of the AACE Learning Zone. Proof of such insurance, including a Certificate of Insurance, must be provided to SPARGO, Inc. (AACE Exposition Management) or its agent or representative as soon as practical but in no event more than three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

10. Exhibitor Appointed Contractors (EAC)

Sponsors not using the official General Services Contractor (Freeman), for general physical labor must notify AACE Exposition Management of all EAC services 60 days prior to the first day of installation. Official Notification of Intent to use an EAC forms will be in the Sponsor Activation Service Manual. All EAC's are required to provide a Certificate of Insurance and shall include general liability and workers compensation liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name the American Association of Clinical Endocrinology (AACE), SPARGO, Inc., the Hyatt Regency New Orleans and General Services Contractor (Freeman) as an additional insured. The Certificate of Insurance should also contain the name of the company that service is being provided to and the booth number.

EACs must abide by all state and federal regulations. As well as abide by General Services Contractor rules and onsite guidelines for the use of staging spaces for equipment and personnel service desks. AACE shall have authority to remove an EAC from any staging areas that are not inside its sponsors leased booth space.

EACs may not solicit business in the AACE Learning Zone at any time. Sponsor is responsible for the actions of its EAC, and all of the rules and regulations apply to this sub-contractor. Sponsor is fully responsible for coordination of the EAC. AACE reserves the right to prohibit EAC participation at the Exposition.

If the documentation described above is not delivered to AACE Exposition Management by the deadline, or is incomplete or inaccurately executed, the non-official contractor will be denied access to the AACE Learning Zone. Third party companies must also abide by all federal regulations.

11. Installing, Exhibiting, Dismantling

Hours and dates for installing, exhibiting, and dismantling physical sponsor activations shall be those specified by AACE. Sponsor shall be liable for all storage and handling charges resulting from failure to remove activation material from the Exposition before the specified conclusion of the dismantling period set by AACE.

In the event that a Sponsor has not arrived in the AACE Learning Zone by 3:00 p.m. on the last day of move-in and has not been granted pre-approval for late set-up, AACE reserves the right to use this vacant space as it sees fit, with no obligation to issue a refund. Any materials, either in the vacant space or on loading dock, for that space, will be placed into storage at the sponsor's expense. The sponsor is responsible for all fees associated with removing freight from storage. Substitute booth space will be made available at the discretion of AACE.

Dismantling and packing of sponsor activation will not be permitted before the AACE Learning Zone officially closes. Failure to comply with this regulation will result in the forfeiture of priority points earned at the Exposition. All sponsor activations must be completely dismantled and packed, all appropriate shipping paperwork filed at the Sponsor Service Desk and carriers checked in by 12:00 p.m. the last day of move-out. It is the sponsor's responsibility to arrange for exhibit material shipment, installation, dismantle and return shipment. Any exhibition materials/freight left on the floor without proper documentation at 12:00 p.m. on the last day of move-out will be shipped via General Services Contractor Transportation at the sponsor's expense.

12. Damage to Property – Physical Sponsor Activations

Sponsor is liable for any damage caused by sponsor, sponsor's agents, employees, or representatives to building floors, walls, or columns, or to standard booth equipment, or to other sponsor's property. Sponsor may not apply paint, lacquer, adhesive or other coatings to building columns, floors, or walls, or to standard booth equipment.

13. Floor Loading – Physical Sponsor Activations

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the Hotel. Sponsor 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.

14. Food and Beverages – Sponsor Activations

All food and beverage must be procured through the Hyatt Regency New Orleans Catering Department. The dispensing, distribution or use of alcoholic beverages in the AACE Learning Zone is prohibited without the express prior approval of AACE Exposition Management. Please note the distribution of popcorn in the AACE Learning Zone is not permitted. Information on how sponsors may order catering services from the Hyatt Regency New Orleans Catering Department will be available in the Sponsor Service Manual.

Requests for approval must be submitted to AACE Exposition Management, through the online AACE Resource Center for approval by **April 5, 2024**. Please contact Meghan Leahy AACE Exposition Operations Management, at 703-654-6929 or meghan.leahy@spargoinc.com with any questions.

15. Porter Service – Sponsor Activations

To maintain a clean and organized AACE Learning Zone, sponsors who will be distributing giveaways and providing food and beverage/hospitality in their space must order porter service through General Services Contractor (Freeman). Porter service is exclusive to Freeman and includes monitoring the AACE Learning Zone to empty wastebaskets and collect empty boxes during show hours. Standard wastebasket emptying does not include removal of empty boxes. Empty boxes may not be placed in the AACE Learning Zone aisles, behind or adjacent to columns, or in trashcans in the AACE Learning Zone during show hours. If a sponsor does not properly handle empty boxes, General Services Contractor (Freeman) will remove the boxes at the sponsor's expense. Information on how sponsors may order porter service from General Services Contractor will be available in the Sponsor Service Manual.

16. Fire Regulations – Sponsor Activations

All participating organizations and their personnel must comply with local, state, and federal fire regulations. All decorating materials, furniture, signs, and equipment must meet local, city, and state fire and public safety regulations. In accordance with the city fire marshal, no empty crates or boxes may be stored in the AACE Learning Zone, under draped tables or behind the pipe and drape. All muslin, velvet, silken, or any other cloth decorations must stand a flameproof test as prescribed by the fire ordinance of the City of New Orleans, Louisiana. Volatile, explosive, or other flammable matter or any substances prohibited by the law or insurance carriers, are not permitted on premises. Sponsor is responsible for arranging for proper disposal of any approved hazardous material/waste. Utility panels, switchgear, fire hose cabinets, standpipes and fire extinguishers must always remain visible and accessible. Decorations may not block exit doors, fire extinguishing equipment, sprinklers, or emergency lighting systems. Hazardous waste is considered to be any liquid, material or substance that may cause fire, injury or make the air unsafe to breathe. The following are prohibited:

- Flammable liquids
- Combustibles
- Hazardous material/waste and equipment
- Cooking devices (e.g. microwaves, hot plates, radiant ovens, etc.)
- Anything producing an open flame.
- Helium filled balloons are not allowed in the AACE Learning Zone.

The Hyatt Regency New Orleans has established guidelines regarding acceptable sponsor activation

configurations from a safety standpoint. It is the responsibility of each sponsor to ensure compliance with all Facility Regulations.

17. Other Rules and Regulations

All rights and privileges granted to sponsors are subject to and subordinated to a master lease between AACE and the Hyatt Regency New Orleans and its policies, rules, and regulations. This agreement provides a personal right to the sponsor and creates no interest or estate in the Hyatt Regency New Orleans or its equipment or facilities.

Sponsors will comply with all applicable Federal, State, and municipal statutes, ordinances, regulations, rules, and requirements including without limitation laws applicable to patents, copyrights, and trademarks and all rules and regulations of the Hyatt Regency New Orleans. Sponsors will not discriminate against any person on account of race, color, ancestry, religion, national origin, age, gender, sexual preference, sexual orientation, gender identity, marital status, family status, genetic status, pregnancy, parenthood, political affiliation, veteran's status, or any other protected status.

For purposes of these Rules and Regulations the following terms have the following meaning: "Hyatt Regency New Orleans" includes and means the Hyatt Regency New Orleans exhibit space and foyer spaces, which is engaged in business as the Hyatt Regency New Orleans, its respective directors, trustees, officers, employees, members, and agents.

"AACE" includes and means the American Association of Clinical Endocrinology (AACE), and its directors, officers, employees, agents, members, and contractors. The Rules and Regulations of the AACE Learning Zone may be amended by AACE, and such amendments are hereby made an integral part of and incorporated by reference into the Contract for Space and shall be deemed to have the identical effect as if set forth in full in the contract. All points not specifically covered are subject to the decision of AACE.

18. Photography/Recordings/Broadcasts

AACE will contract an official Annual Meeting photographer to capture all aspects of the meeting. AACE photography will be limited to attendee activity; no sponsor will deny any reasonable request from AACE and/or the official photographer to take pictures from outside the perimeter of their booth. No pictorial, visual or audio recording, or broadcasting of any type shall be made in the hotel or any other locations of AACE educational sessions without the prior written approval of AACE Exposition Management and the hotel. Photography and/ or video recording in the AACE Learning Zone is prohibited. Photographing another sponsor's activation is strictly prohibited. Information on how sponsors may order services from the official photographer will be available when requested.

19. Gifts/Giveaways/Contests/Drawings

Contests and drawings must be open to all attendees and must be conducted in a professional manner. All Giveaways must be approved in advance by AACE Exposition Management. All requests must be sent via email to Meghan Leahy at meghan.leahy@spargoinc.com. An approval form for giveaway items will be available in the Sponsor Service Manual. Sponsors that interact with physicians and other healthcare professionals during the Exposition are asked to review the codes of ethics developed by PhRMA and AdvaMed as well as the Physician Payment Sunshine Act. Ethical practices and industry conduct can differ among companies. It is the responsibility of each company to decide what types of activities are appropriate as they relate to sales and promotional events. Sponsors are solely responsible for any applicable laws and regulations. Any violations of such law and regulations will be deemed breach of this agreement. Sponsors are solely responsible for notifying any winners and distributing giveaways. Alcohol is not permitted as a prize. In addition, Sponsor shall indemnify and hold harmless AACE from any claims of improper handling of any contests, lotteries, giveaways, or sweepstakes offered by Sponsor.

AACE retains the right to deny the showcase of inappropriate items and products. AACE reserves the right to require any information it deems necessary to determine the appropriateness of a sponsor's item or product. Sponsors guarantee and warrant that their activations will be in compliance

with applicable regulations regarding the marketing and advertising of their products.

20. Noise, Odors and Inappropriate Items

Noisy or obstructive work will not be permitted during open hours of the Exposition, nor will noisily operating displays, nor exhibits producing objectionable odors. At no time should music or videos be played at a level that interferes with a neighboring booth's exhibiting activities; it should not exceed 85 decibels. Music, videos, or posters/pictures containing explicit or vulgar language or acts are strictly prohibited. AACE Exposition Management shall have sole discretion in determining what is noisy, obstructive, or objectionable.

AACE retains the right to deny the exhibition of inappropriate items and products. AACE reserves the right to require any information it deems necessary to determine the appropriateness of an sponsor's item or product. Sponsors guarantee and warrant that their activations will be in compliance with applicable regulations regarding the marketing and advertising of their products.

21. Music

Any sponsors using music must ensure that licensing fees have been paid to the appropriate agency, i.e., ASCAP or BMI. AACE is not responsible for any licensing fees for music played in Sponsor's activation.

22. Presentation/Demonstrations

Product presentations and demonstrations may occur within the activation space. Sponsors shall be responsible for the safety of all individuals participating in or viewing these activities. AACE assumes no responsibility to monitor these activities but reserves the right to order changes or additional safety precautions or suspend any in booth activity if the activity is deemed unsafe, a disruption to neighboring booths or not in keeping with the professional nature of the meeting or violates AACE policy. Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby Sponsor's booth shall be discontinued. Sponsors providing demonstrations must account for spectators in their activation design as attendees cannot block or line up in aisles.

23. Attendance

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

24. Exposition Age Restriction

No one under the age of 16 is allowed at the Exposition at any time without special permission from AACE Exposition Management, including move-in and move-out.

25. Sponsor Personnel

Sponsor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. Booth personnel shall wear Exposition badge identification always furnished by AACE while they are in the Exposition. All other employees and representatives of the Sponsor must register as Attendees. AACE reserves the right to restrict or limit the number representatives. All sponsor activations must have personnel present during show hours.

26. Height and Non-Blocking Regulations – Sponsor Activations

All display construction design must conform to the regulations set forth by AACE Exposition Management. All sponsor activation final designs must be submitted to AACE Exposition Management prior to Exposition Move-in.

27. Electrical Safety – Sponsor Activations

All wiring on activations 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. Machines and apparatus operated by electricity must be shown as "still" exhibits. Practical demonstrations of x-ray apparatus and accessories or any noisy apparatus of any kind will not be permitted. No objection will be made to the utilization of electricity for illuminating

purposes or for operating smaller diagnostic instruments and electrotherapeutic apparatus which do not distract or annoy other sponsors. All electrical equipment must meet applicable National Electrical Codes and Hotel requirements. Electrical fixtures and fittings must be UL listed and so marked.

All electrical, plumbing, gas and compressed air services are considered exclusive services and will be provided by our exclusive vendor for all events. Hyatt Regency New Orleans/ General Services Contractor (Freeman) has jurisdiction over the installation, operations, maintenance, and repair of all portable electrical wiring and electrical equipment. This includes the installation and removal of overhead electrical signs, trusses, monitors, lights, and free-standing electrical signs. All electrical service, equipment and outlets must be ordered through the Sponsor Service Manual and sponsors are subject to their prices and conditions. Complete information will be available three months prior to the show.

28. Use of Space – Sponsor Activations

Displays and demonstrations are limited to the confines of a sponsor's own activation, as is the distribution of literature or other items. Solicitation of business or conferences in the interest of business except by sponsoring companies is prohibited. Sponsors are urged to report any violations of this rule to AACE or AACE Exposition Management. Canvassing by Sponsor's outside of their activations is also forbidden.

29. Display

AACE shall have full authority for approval or arrangement and appearance of items displayed. AACE may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to AACE for the costs that may evolve upon sponsor thereby. Sponsors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to sponsors in adjacent spaces. If such surfaces remain unfinished at 3:00 p.m. the last day of move-in, AACE shall authorize the official general service contractor to affect the necessary finish and the sponsor must pay all charges involved there by.

AACE has adopted guidelines for construction as suggested by the International Association of Exhibitions and Events (IAEE) and Healthcare Conventions & Exhibitors Association (HCEA).

When designing your sponsor activation, please keep in mind the following overall regulations:

No activation may include, or overflow into, an aisle or an activation occupied by another organization. This includes truss and lighting. No two-story booths will be allowed. No false ceilings will be allowed. No balloons are allowed in the Hotel.

In-line and Corners Activation Space:

In-line activations have one side exposed to an aisle and are generally arranged in a straight line.

The back-wall height of an in-line activation may not exceed eight feet (8') including signs or lighting and no activation may display an item or feature that exceeds 8' in height.

No exhibit materials in the front portion of the booth may exceed the height of 4' to maintain clear visibility from one booth into the next.

Signs or any material hanging above in-line booths is prohibited.

A corner activation is an in-line activation exposed to aisles on two sides and are subject to the same rules as in-line booths.

Island Sponsor Activations

Island booths are 20'x20' or 400 square feet or larger and have aisles on all four sides of the space.

The maximum height of an island activation is twenty-four feet (24') 30% see-through effect on the portion of the booth from the floor up to a minimum of eight feet (8') in height is required. Compliance will be determined from all angles. Full use of the area with the island is permitted; however, no part of the space, demonstrations, or sponsor activities may extend outside the boundaries of the contracted space. Sponsors that have scheduled activities that will draw crowds in their activations must make available (in contracted space) adequate room for lines. Island sponsor activations are permitted to hang signs from the ceiling as long as they do not exceed twenty-four feet (24') in height from the floor to the top and the bottom

of the sign can be hung no lower than sixteen feet (16'). It may not exceed the perimeter of assigned space. Renderings of islands must be submitted through the Sponsor Resource Center for approval. If renderings are not submitted, AACE Exposition Management reserves the right to prohibit construction of the activation. In this circumstance AACE is under no obligation to provide a refund or any other type of restitution.

Renderings should include vehicle staging, any audio-visual systems, enclosed spaces, hanging signs, rigging components and must be to scale. If there are any changes to the design after approval is granted a new rendering must be submitted for approval. Islands are subject to onsite inspection and any required modifications must be made prior to the AACE Learning Zone opening and will be at the expense of the sponsor.

30. Floor Plan – Sponsor Activations

The Exposition floor plan provided in the prospectus, online and/or in the Sales Office onsite is accurate at the time of publication. AACE reserves the right to modify the floor plan as needed.

31. Retail Sales/Distribution of Products

The selling of any products or services without prior approval from AACE is strictly prohibited. It is the responsibility of the sponsor to obtain and file the necessary city and/or state sales permits where required. AACE will not be responsible or liable for sponsors that do not have the necessary documents in place. Sponsor will provide a copy of the documents to AACE prior to the show. The sale of approved products or services does not constitute an endorsement of the product or service by AACE.

32. Security – Sponsor Activations

Security guards will be provided in the AACE Learning Zone around-the-clock during the entire sponsoring period including move-in and move-out. Sponsors are strongly urged to secure valuables nightly or take them to their hotel rooms. AACE, the Hyatt Regency New Orleans and the AACE Exposition Management will not be responsible for lost or stolen items. Information on how sponsors may order additional security services from the official security service provider will be available in the Sponsor Service Manual.

33. Use of AACE and AACE's Annual Meeting Name and Logo

The ACE, AACE and AACE's Annual Meeting 2024 names, logos and/or other identifying marks of the American Association of Clinical Endocrinology may not be used in advertising or promotion in any media-before, during or after the meeting without prior AACE approval. The meeting logo may not be used in signs, advertising, or promotion in any media.

34. Sponsor Representative's Responsibility

Neither the conference sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to sponsor or to sponsor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the conference or exposition event. By signing this Agreement, sponsor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless the conference sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts

or negligence of sponsor, sponsor's agents, employees or representatives.

35. Waiver of Rights

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

36. Relocation and Floor Plan Revisions – Sponsor Activations

AACE retains the exclusive right and sole discretion to revise the Exposition floor plan and/or move assigned sponsors, as necessary.

37. Americans with Disabilities Act – Sponsor Activations

Sponsors shall be responsible for compliance with the Americans with Disabilities Act of 1992 regarding their activation space, including, but not limited to wheelchair access. Further information regarding ADA compliance is available via phone at 800-514-0301 or at www.usdoj.gov/crt/ada/infoline.htm.

38. Amendment and Addition Rules

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

39. Agreement to Rules

Sponsor, for itself, his/her or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Sponsor Service Manual, and by any amendments and additional rules that may be put into effect by AACE.