

2009 Rules and Regulations

Exhibit Facilities

Exhibits for the 39th National Council Conference will be located at the Grand Hyatt San Antonio on April 6-7, 2009.

Exhibit Criteria

Exhibiting firms will be limited to those providing services, products, or publications that are directly applicable to the management or provision of behavioral healthcare. The National Council, as show manager, reserves the right to deny an application or require any exhibitor to remove an exhibit or any part of an exhibit which, in the sole judgment of Management, is misleading or deceptive, in poor taste, or unsuitable to or not in keeping with the character and objectives of the conference.

Application for Booth Space

Application for exhibit space should be made on the form provided herein, and must be accompanied by full payment to be accepted. Exhibitors must submit application and payment prior to January 26, 2009 to be listed in the final program and Virtual Exhibit Hall. Full payment must be received by March 30, 2009 to participate as an exhibitor. Telephone reservations for booth space will only be accepted with credit card payment.

Space Cancellation

Booth reservations may be canceled and a refund issued, less 25% cancellation fee, by February 23, 2009. Cancellation after February 23, 2009 obligates the exhibitor to pay full rental, unless the space is resold, and, at that point, only the 25% cancellation fee will be forfeited by the exhibitor. In case the exposition shall not be held, for any reason, the rental and lease of space to the exhibitor shall be terminated, in which case the limit of claim for damage and/or compensation by the exhibitor shall be the pro rata amount paid. Cancellations must be received in writing.

Installation and Removal of Displays

Exhibit Installation Date: Sunday, April 5 from 12:00 to 5:00 pm. Exhibit Dismantle Date: Tuesday, April 7, 2009 from 5:30 to 9:00 pm.

All displays must be erected and completely arranged for viewing by 5:00 pm on Sunday, April 5 for official inspection by Management. Noisy or unsightly work in any exhibitor's booth area is prohibited during official exhibit hours.

Goods received after the opening of the exposition must be delivered to the booth and arranged at times other than the official exhibit hours. Goods and materials used in any display (except bona fide samples) may not be removed from the Exhibit Hall until the exposition has been officially closed without the approval of Management.

All materials must be cleared from the Exhibit Hall by 9:00 pm on Tuesday, April 7, 2009. It is the sole responsibility of each exhibitor to have materials packed, identified, and cleared for shipment at that time. Management reserves the right, with no liability whatsoever for damage, spoilage, or loss, to dismantle, dispose of, store, and clear from the premises any display material, goods, property, or merchandise of an exhibitor who has failed to comply with the above requirement, or to order such work to be done at the sole expense of the exhibitor. **Exhibits must not be disturbed, dismantled, or removed before 5:30 pm, on Tuesday, April 7, 2009 or a fee of \$1,000 will apply.**

Use of Display Space

In the event the exhibitor fails to install the display by 5:00 pm on Sunday, April 5 or fails to pay the full space rental at the time specified, or fails to comply with any

provisions concerning the use of display space, Management shall have the right to take possession of said space and resell same, or any part thereof. All demonstrations, sales activities, and distribution of circulars and promotional materials must be confined to the limits of the exhibitor's booth except that which is specifically authorized by Management. Exhibitors must display only goods manufactured or dealt in by them in their regular course of business, unless otherwise approved by Management.

Exhibits, which include the operation of audiovisual equipment or any noise-making machines, may not operate the equipment in a manner that will disturb other exhibitors and their patrons. Exhibitors who play music within their booth space are solely responsible for securing all licensing rights for that music prior to performance at the conference. Exhibitor hereby indemnifies and holds harmless Management from any expense or damage resulting from Exhibitor's performance or playing of music at this conference. The above and any other special or unusual exhibit construction or installation must be approved, in advance, by Management.

Staffing of Exhibit Booths

Exhibit booths must be staffed during official show hours. Exhibitor representatives are restricted to persons engaged in the display, demonstration, application, or sale of the company's products and services. Booth personnel shall wear an Exhibitor badge identification furnished by Management at all times while they are in the Exhibit area. Booth personnel have access to the Exhibit Hall 30 minutes before and after published show hours.

Official Decorator

The official show decorator and drayage firm is J&J Exhibitors Services. An exhibitor's service kit will be mailed to each exhibitor from Management approximately 60 days prior to the conference.

Booth Decorations

Booth size is 8' x 10' unless otherwise noted on the hall map. Standard booth construction will be 8 feet high backdrop with 3' high fabric side dividers. A standard booth sign, 7" x 44", of two lines with company name and booth number, will be furnished. Carpeting, tables, and trashcans will not be furnished and should be ordered through the official decorator, J&J Exhibitors Services.

The back wall of booths located along the perimeter of the Exhibit Hall may extend above 8 feet. The back half of the sidewalls of the booth may extend to the height of the back wall. The front half of the sidewall must contain at least 50% open area to permit side viewing. In no instance will the exhibitor be permitted to install a sign or descriptive placard above the back wall without advance approval from Management. The above and any other special or unusual exhibit construction or installation must be approved, in advance, by Management. In no instance will the exhibitor be permitted to hang anything from the ceiling of the Exhibit Hall.

Exhibitors and their agents shall not injure or deface the walls, floors, or any part of the hotel, booth materials or equipment of another exhibitor. When such damage occurs, the exhibitor causing such damage is liable to the owner of the property so damaged. Each exhibitor is charged with knowledge of and compliance with the laws, ordinances, and regulations pertaining to health, fire prevention, and public safety. All booth decorations must be flameproof and all hangings must clear the floor. Electrical wiring must conform with all applicable electrical codes. If inspection indicates neglect in complying with these regulations, or otherwise indicates a fire hazard or danger, Management may cancel all or such part of a display as may be irregular, and effect the removal of same at the exhibitor's expense.

Shipping and Storage

Shipments will be received and stored by the official drayage agent, J&J Exhibitor's Services, prior to the conference. Delivery of the shipment to the booth, removal of the empty crates to storage, return of empty crates at the close of the show, and delivery of your shipment to the loading platform will be provided by J&J Exhibitor's Services agent at prevailing rates. A drayage information rate sheet will be included in the exhibitor's kit. It is the exhibitor's responsibility to mark and identify their own crates. Crates not properly marked and identified may be destroyed.

Operating Restrictions

Management reserves the right to restrict displays which, because of noise, methods of operation, materials, or for any reason, become objectionable and to prohibit or remove any displays which, in the opinion of Management, detract from the general character or appearance of the exposition.

Exhibitor's Representative

The exhibitor will name one individual as its duly authorized representative to have charge of the exhibit, and thereby accept and assume responsibility for such representative being in attendance at the exhibit throughout exhibit periods. This individual will be responsible for the installation, operation, and removal of the exhibit. Said representative shall be authorized to enter such service contracts as may be necessary, for which the exhibiting company shall be responsible.

Liability and Insurance

Management will provide 24-hour security guard service in the Exhibit Hall beginning on Sunday, April 5 and continuing through teardown on Tuesday, April 7. No registrants will be allowed into the Exhibit Hall outside of regular show hours; Exhibit Hall personnel will only be allowed into the Exhibit Hall 30 minutes before, during, and 30 minutes after published show hours. However, this does not imply that Management or the Grand Hyatt San Antonio assumes any obligation or duty with respect to the protection of the property of exhibitors, which shall, at all times, be the sole responsibility of each exhibitor. Each party involved in the exhibit agrees to be responsible for any claims arising out of their own negligence or that of their employees or agents. Each party agrees to be responsible for their own property through insurance or self-insurance and shall hold harmless each of the other parties for any and all damage caused by theft and those perils normally covered by a fire and extended coverage policy.

Hold Harmless Clause

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 agents, servants and employees from any and all such losses, damages, and claims. Neither the Hotel nor Management is responsible or liable for any loss, damage, or claims arising out of injury or damage to exhibitor's displays, equipment, and other property brought upon the premises of the Marriott Copley Place.

Agreement

By signing the attached Exhibit Contract and Application, the exhibitor agrees to abide by these Rules and Regulations and all amendments thereto, as well as all decisions of Management.

For Additional Information

Danny K. Linden, Conference Director
National Council for Community Behavioral Healthcare,
12300 Twinbrook Parkway, Suite 320, Rockville, MD
20852, phone: 301.984.6200 ext 229, fax: 301.881.7159,
email: DannyL@thenationalcouncil.org