



RAILWAY INTERCHANGE 2023 INDOOR EXHIBITS

October 2-4, 2023 | Indiana Convention Center | Indianapolis, Indiana, USA

REMSA SHOW RULES & REGULATIONS

REMSA (Railway Engineering-Maintenance Suppliers Association) Exhibitors

1. Exhibit Space Rental: A check payable to REMSA or credit card information for 25% of the total amount of exhibit space must be provided at the time of application. Adjustments will be handled after definite allocation of space has been made. Final payment for Exhibit Space must be made by April 1, 2023. If completed payment is not made booth space will be reassigned and deposit will not be refunded.

2. Failure to Make Payment: If the Exhibitor fails to make any payment as provided in the Application and Contract for Exhibit Space and/or these Rules and Regulations, the Exhibitor thereby forfeits all rights in — and to the use of — exhibit space.

3. Cancellation / Refund Policy

- Cancellation of exhibit space and/or request for booth reconfiguration or reassignment must be submitted in writing to Trade Show Management.
- Cancellation and/or release of exhibit space on or before April 1, 2023 will result in a 25% penalty fee of the total price of the space cancelled.
- Cancellation and/or release of exhibit space between April 2, 2023 and June 30, 2023 will result in a 75% penalty fee of the space cancelled.
- After July 1, 2023, the Exhibitor is liable for 100% of the total price of the space contracted.
- The grant of any requests for booth reconfigurations or reassignment will be of the sole discretion of Trade Show Management.

4. Late Arrival and Unoccupied Space: If the Exhibitor fails to occupy and fully set up at least one hour prior to show opening the space contracted, but not cancelled, pursuant to the procedures set out herein, Trade Show Management has the right to use said space for any purpose — including selling the space to another Exhibitor. Exhibitors who do not occupy their assigned space are responsible to Trade Show Management for the entire contract price.

5. Cancellation of Trade Show: Exhibitor agrees that REMSA will not be liable for failure to hold the Railway Interchange event as scheduled. If the event is canceled due to fire, Act of God (e.g., fire, flood, earthquake, hurricane, explosion), war or an act of terrorism, labor strike or unavailability of the exhibit facility, epidemic or pandemic, or any law or regulation enacted by a public authority which would make it impossible or impractical to hold the event, then payments will be refunded less any actual nonrefundable expenses incurred by REMSA as apportioned among REMSA and all Exhibitors.

6. Move In / Exhibit Installation: All exhibits must be installed by Sunday, October 1 at 4:30pm. Exhibits will not be permitted to be installed after this time unless special permission is obtained from Trade Show Management. No one under the age of 18 is allowed in the exhibit hall during move in or move out. Closed toed, flat shoes

must be worn during move in and move out.

7. Move Out / Exhibit Dismantle: All exhibits must be removed from the Indiana Convention Center by 11:00am on Thursday, October 5. No one under the age of 18 is allowed in the exhibit hall during move in or move out. Closed toed, flat shoes must be worn during move in and move out.

8. Early Dismantle Prohibited: Exhibits will not be permitted to be removed or dismantled at any time after installation until after the closing of the trade show on Wednesday, October 4 at 11:30am unless special permission in writing is obtained from Trade Show Management. If an Exhibitor attempts to remove any part of its exhibit prior to the official close of the show, they will not be given priority for exhibit space the following trade show and may be fined by Show Management.

9. Access to Exhibit Areas / Badges: No one will be allowed in the exhibit area without proper badge identification during show hours and move in/move out. All work on exhibits will be done within the hours listed for move in and move out. No Exhibitor will be allowed on the show floor until one-half hour before show hours and no later than one-half hour after the show closes without permission from Trade Show Management. Badges can be obtained at the registration area located in the Hoosier Lobby of the Indiana Convention Center. Exhibitor Appointed Contractors will have special instructions to gain hall access. No one under the age of 18 is allowed in the exhibit hall during non-show hours.

10. Alcohol Policy: Dispensation of alcoholic beverages by Exhibitors, their agents or employees within their contracted exhibit space is prohibited. The use or possession of alcoholic beverages by the Exhibitor the exhibit area(s) is strictly prohibited during show hours, move in and move out.

11. Americans with Disabilities Act: Exhibitions are “public accommodations” under the provisions of the Americans with Disabilities Act (ADA). Exhibitor acknowledges that it is solely responsible for assuring its display complies with ADA.

12. Aisles: The aisle space belongs to REMSA and Railway Interchange Show Management. Obstruction of aisles or booths is not permitted. No exhibit or advertising will be allowed to extend beyond the booth space assigned to the Exhibitors.

13. Booth Activity: Demonstrations or presentations as part of an exhibit must stay within the confines of that exhibit space. All demonstration tables must be placed a minimum of 1 foot from the aisle, inside the Exhibitor’s booth. Should any booth activity interfere with aisle traffic or surrounding exhibits, Trade Show Management reserves the right to eliminate that activity.

Exhibiting firms may not extend their marketing activities beyond their assigned booth space. This includes the distribution of product or literature, advertising, displays or solicitation of any kind within the exposition hall, hotel property, parking lots or any other surrounding area. Exhibitors violating this rule may be suspended from further REMSA trade shows and events.

Exhibitor handout material must be stored neatly within the booth. No storage is allowed behind booths or near electrical service. No catalog, advertising, printed or non-printed materials which are found undignified or otherwise objectionable by Trade Show Management may be distributed.

14. Carpeting: Exhibitors are required to have carpeting / flooring in their exhibit space. Rental carpeting will be available at a reasonable fee from FREEMAN. The exhibition hall is not carpeted; however, the aisles will be carpeted.

15. Promotional Materials: All marketing efforts should be conducted in a tasteful manner as determined by Trade Show Management. All promotional material must be distributed from within the confines of the Exhibitor's own contracted display area. No materials may be disseminated outside of assigned exhibit space or by non-Exhibitors unless a specific sponsorship is purchased from REMSA, RSI, RSSI, AREMA or Railway Interchange – this includes trade press.

16. Booth Personnel: Exhibitor's Booth Personnel shall be Exhibitor's employees who are staffing the Exhibitor's booth. Booth Personnel shall wear official "EXHIBITOR" badge identification.

Booth Personnel must maintain a professional appearance and wear business attire. Show management considers as inappropriate, apparel and/or costumes that are not normally worn by business professionals in offices or factories. Booth personnel are not permitted to promote the exhibiting company outside the contracted exhibit space. This rule applies to company personnel and any exhibit personnel hired for the show period. Show management reserves the right to remove said individuals.

17. Moving Pictures, Slide Projectors, Music: The use of moving pictures, projectors or music will be permitted subject to control of Trade Show Management. Any sound emanating from a booth will be allowed only if unobjectionable to neighboring Exhibitors or Trade Show Management. All audio and visual displays shall be subject to ordinance regulations of the City of Indianapolis and in compliance with the union requirements as to the operation and maintenance. Glaring lights or objectionable lighting effects are also banned. Loud speaker systems will not be permitted without permission from show management.

18. Lighting: Exhibitors should adhere to the following suggested minimum guidelines when determining booth lighting:

- No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space.
- Exhibitors intending to use hanging light systems should submit drawings to exhibition management for approval.
- Lighting, including gobos, should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or exhibition aisles.
- Lighting which is potentially harmful, such as lasers or ultraviolet lighting, should comply with facility rules and be approved in writing by exhibition management.

- Lighting that spins, rotates, pulsates, and other specialized lighting effects should be in good taste and not interfere with neighboring Exhibitors or otherwise detract from the general atmosphere of the event.

19. Care of the Premises: The Exhibitor, its employees, representatives or contractors are responsible for any damage they may cause to the exposition facility. No nails, hooks, tacks, screws or similar items are permitted to be placed on walls or any part of the premises. Exhibitors will be liable for any damage.

20. Care of Exhibit Space: The Exhibitor will care for and keep in good order its exhibit space. If such space or other space on the trade show premises is damaged by the acts or omissions of the Exhibitor, the Exhibitor must pay such sum as necessary to restore said space to the same condition it was in when first occupied.

21. Minors: No minors (persons under 18 years of age) are allowed in the exhibit areas or loading dock during move in or move out. During show hours, minors must be accompanied by an adult.

22. Fire & Safety: All Exhibitors must comply with all federal, state and municipal codes that apply to places or buildings of public assembly. All materials used in display construction or decorating should be made of fire-retardant materials and be certified as flame retardant. Helium balloons, helium tanks, open flames and explosives are not permitted. Open flames are not allowed. All packing containers, wrapping materials and display materials must be removed from behind booths and placed in storage. Smoking is illegal inside the Indiana Convention Center.

23. Insurance Requirements: All Exhibiting companies are required to provide, through insurance, certain minimum standards to cover its potential liability and property damage. A Certificate of Insurance is to be delivered to Trade Show Management before an Exhibitor can occupy the assigned exhibit space. The due date for the Certificate of Insurance is August 1, 2023.

Such policies shall further be endorsed so as to provide a thirty (30) day written notice of cancellation and/or non-renewal to Licensor, and Licensee shall secure and provide Licensor with a Certificate of Insurance on a form approved by Licensor, which shall demonstrate compliance by Licensee with these insurance requirements.

All companies, including companies sharing a booth and Exhibitor-Appointed Contractors (EACs), must comply with the insurance requirements and supply proof of insurance.

Insurance and Indemnification Requirements for Exhibitors at the Indiana Convention Center.

All insurance must be separately and specifically endorsed so as to provide that the Capital Improvement Board of Managers of Marion County, Indiana, its officers, its employees and its agents, REMSA and Freeman are named as additional insured as to all commercial general liability, commercial automobile liability, and umbrella liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

Commercial General Liability

- \$2,000,000 general aggregate
- \$1,000,000 each occurrence limit

Commercial Automobile Liability

(if bringing any type of vehicle to display or set up display)

- \$1,000,000 combined single limit bodily injury and property damage or equivalent, including hired and non-owned auto liability

Umbrella Liability

- \$1,000,000 combined single limit bodily injury and property damage

Workers' Compensation

Such insurance shall be in the amounts required by statutory workers' compensation requirements and employer's liability limits of:

- \$500,000 each accident

Waiver of Subrogation

With respect to general liability and Workers Compensation insurance, a waiver of subrogation in favor of REMSA, the Indiana Convention Center, and Freeman is required.

24. Indemnification Requirements: It is agreed that Exhibitor is participating in the Trade Show at its sole risk, and neither REMSA Trade Show Management nor the Indiana Convention Center shall be liable to Exhibitor for any loss, damage or injury to property of Exhibitor (or its agents, employees, contractors or other persons) or for any injuries or death to its agents, employees, contractors or other persons, regardless of cause, including without limitation, fire, theft or accident. All claims by Exhibitor for such loss, damage, injury or death are hereby expressly waived by the Exhibitor. Without limiting the generality of the foregoing, Exhibitor understands and agrees that it waives any claim against Trade Show Management arising out of or related to an act or omission of (a) Freeman Exhibitor Services ("Freeman") (or any other EAC or trade show contractor, or their respective agents, representatives or employees), (b) the Indiana Convention Center (or any of its agents, representatives, contractors or employees), and/or (c) any employee, agent, contractor, representative or invitee of Exhibitor, including without limitation, any such act or omission that results in Trade Show Management's failure to comply with the terms and provisions of the Contract (including the Rules and Regulations and the Other Rules). Exhibitor hereby indemnifies and holds Trade Show Management and the Indiana Convention Center (and their respective agents, representatives, officers, directors, employees, and Trustees, to the extent applicable) harmless from any liability, loss, damage, injury, death, fine, penalty, cost or expense (including without limitation, reasonably attorneys' fees) which arises from or relates to (i) the violation by Exhibitor (or any of its agents, employees, representatives or invitees) of any applicable federal, state or local laws, rules, regulations, policies, conditions or requirements ("Laws"); (ii) the failure of Exhibitor (or any of its agents, employees, representatives or invitees) to comply with the terms and conditions of the Contract (including the provisions of the Rules and Regulations and the Other Rules, and any amendments or supplements thereto, as described in Section 24 hereof), (iii) the failure of Exhibitor (or any of its agents, employees, representatives or invitees) to comply with applicable policies, conditions, rules or requirements of the Indiana Convention Center (including without limitation, building/catering policies and labor/union policies), fire departments, or any contractor or subcontractor working for or on behalf of Exhibitor; (iv) any act or omission of Exhibitor, or any contractor or delivery service performing work for or on behalf of Exhibitor (and acts or omissions of any of their respective agents, employees, representatives or invitees); (v) activities of Exhibitor

(and any of its agents, employees, representative or invitees) pursuant to the Contract (including the Rules and Regulations or the Other Rules); and/or (vi) any claims against Trade Show Management or the Indiana Convention Center asserted by employees, agents or representatives of Exhibitor that, if asserted by Exhibitor itself, would be waived by Exhibitor under the terms of the Contract (including the Rules and Regulations and the Other Rules).

25. Loss and Damage: REMSA shall not be responsible or liable for disappearance, loss or damage, of any materials, appliances, merchandise, or property of the Exhibitor or for personal injuries that may be sustained by the Exhibitor, or by the Exhibitor's employees, occurring at any time to, during, or after the close of the exhibition, and Exhibitor waives and releases all such claims, if any, against the sponsoring Association, its officers, agents and servants.

26. Damage to Property: Exhibitor is liable for any damage caused by it or its agents, including but not limited to, its booth personnel, building floors, walls, columns or to standard booth equipment or to other exhibitors' property.

27. Security Services: REMSA will provide responsible watchmen, police and fire protection throughout the convention days and use every reasonable means for such protection to Exhibitor but shall in no case be held responsible for loss or damage from fire, theft or other causes.

28. Exhibitor Appointed Contactors: Any contractor who has not been chosen by Trade Show Management to provide services for the exposition and its Exhibitors is an Exhibitor Appointed Contractor (EAC) or non-official contractor. REMSA must be notified in writing of EACs by August 1, 2023. *See Section 3 of Rules & Regulations.*

29. Official Contractors: REMSA has chosen appropriate contractors, namely Freeman, to supply all the services necessary to produce the exposition. Every effort has been made to ensure the lowest possible rates for these services. All exhibiting firms agree to abide by the contractors' regulations. This includes using only the chosen contractors, unless prior written approval has been obtained by Trade Show Management.

30. Use of Space: An Exhibitor shall not assign or sublet any part of the space allotted to it. The space shall only be used by the Exhibitor to exhibit equipment and products sold by it in the regular course of business. No person, firm or corporation can exhibit or distribute any literature or advertising matter containing the names or describing equipment and products of anyone who is not a Railway Interchange exhibitor. All Exhibitors must keep their products, equipment and display material within the space allocated to them. REMSA is a non-profit organization, therefore, there shall be no solicitation of orders or sale of any equipment or products, nor will there be any sale or price signs displayed on the premises. This exhibition shall be purely educational and informative with the intention of improving the efficiency, safety, maintenance and operation of railroads based upon the latest research and development.

31. Co-Exhibitor(s): An Exhibitor may share their exhibit space with a partnering company only if a Co-Exhibitor Contract is submitted to REMSA Show Management. All exhibiting terms and conditions apply to the Co-Exhibitor.

32. Floor Load: The floor load limit at the Indiana Convention Center is 500lb per square feet (psf) in Halls F-K (REMSA Halls). Exhibitors who require a higher psf floor load must work with Freeman to spread out the load and then get approval from the convention center.

33. Food and Beverage: Centerplate is the exclusive catering company for the Indiana Convention Center. No food, beverage or novelties may be brought into the convention center or sold without the express written consent of the convention center. Exhibitors may, however, distribute small "enticement" candies and mints. An order form for booth catering appears in a separate section of the Exhibitor Service Manual provided by Freeman.

34. Hand-Carried Items: During move in and move out periods, Exhibitors must enter and exit the convention center through approved entrances. Exhibitors may handle their own materials in and out of the convention center. However, use of motorized equipment such as forklifts is prohibited.

35. Attendees with Disabilities: The Indiana Convention Center is an ADA-compliant facility. Accommodations for persons with disabilities include Braille signage, restrooms, designated parking, hearing enhancement equipment, and wheelchair availability. Contact the Indiana Convention Center's security dispatch office at 317-262-3350 for more information.

36. Labor Guidelines

Exhibit Installation and Dismantling: Freeman has an agreement with local labor unions to provide labor for the installation and dismantle of exhibit displays. Full-time employees of exhibiting companies, however, may install/dismantle their own exhibits without assistance from this labor. Any labor services that may be required beyond what a company's regular fulltime employees can provide must be rendered by the Union.

Material Handling/Freight: Union labor handles all freight in the loading docks and in the exhibit hall. They unload all contracted carriers and company trucks; deliver the materials to exhibitor booths, remove materials from the booth and reload trucks at the close of the show. The exception to this is machinery, which is handled by Riggers.

Exhibitors may handle their own materials in/out of the exhibiting facility; however, use of the Loading Docks and motorized equipment, such as forklifts, is prohibited.

Exhibitors may unload/reload their own materials in a designated area behind the loading docks as space permits. Exhibitors must first check-in with the Security Traffic Guard and then will be directed to an area to move their materials in/out of the exhibiting facility, using their own non-motorized wheeled dollies.

Vehicles must not be left unattended at the designated loading area. Any unattended vehicles will be towed at the owner's expense.

37. Medical Emergencies: The host associations have arranged for on-site emergency medical personnel to staff the convention center's first aid center beginning with the first day of move-in through the last day of move-out. For emergencies during events, please contact facility security at 317-262-3350, or in-house on any red house phone by dialing 3350.

38. No Suitcasing Policy: Please note that while all meeting attendees are invited to the showcase, any attendee who is observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the Exhibition Policy, will be asked to leave immediately. Additional penalties may be applied. Please report any violations you may observe to Show Management. Show Management recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite; a restaurant, club, or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than the exhibition floor and at other events. Show Management must be informed of any hospitality suites and expressed consent must be received prior to the event.

39. Photograph and Film Acceptable Use Policy

No photography or video is permitted on the Exhibit Hall Floor before or after exhibition hours or during move in and move out without the authorization of the REMSA. Photographers should not photograph or film a booth or products without first securing the cooperation of the management of the booth being photographed.

40. General: All matters and questions not covered by these Rules and Regulations and/or other REMSA rules, regulations and schedules developed by Railway Interchange Trade Show Management are subject to the decision of REMSA Trade Show Management. These Rules and Regulations and/or other Railway Interchange rules, regulations and schedules may be amended at any time by Trade Show Management and all amendments or additions that may be made shall be as equally binding on all parties affected as the original Rules and Regulations. Exhibitor hereby waives any and all claims against Trade Show Management based on or resulting from such decisions.

Questions? Contact:

REMSA Exhibit Sales

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