

# IACP 2025 - Denver, Colorado

## Exhibit Space Contract Terms and Conditions

### General

1. This agreement consists of the Exhibit Space Contract and these Exhibit Space Contract Terms. Also, the provisions of the lease or licensing agreement between the IACP and the exhibit hall which refer to or govern exhibitors form part of this Contract, including any duty imposed on the IACP by the licensing or leasing authority to defend, indemnify or hold harmless the licensing or leasing authority, on a "pass through" basis: that is, to the extent the IACP is obliged to defend, indemnify or hold harmless the licensing or leasing authority for the acts or omissions of an exhibitor, that exhibitor is obliged to defend, indemnify and hold harmless the IACP.
2. Neither the Exhibitor Agreement nor any booth or display space request or allocation will be binding on the IACP unless and until the exhibitor accepts online to abide by the Exhibit Space Contract Terms, issues payment in accordance with said agreement, and said agreement is executed by the exhibits staff on behalf of the IACP.

### Exhibitor Complaints

3. Exhibitors with specific concerns and/or complaints need to file them (in writing) with the IACP Exhibits Manager within 30 days of the close of exposition hall. The IACP will review any complaints received by the deadline and, at its sole discretion, determine what if any action should be taken.

### Eligible Exhibitors

4. All exhibits and related demonstrations and presentations shall serve the interests of IACP members. Devices that are designed for surreptitious oral or wire interception are not permitted. No live ammunition shall be available in connection with any exhibit. The IACP reserves the right to determine the eligibility of any company, product, or service for inclusion in the exhibition.
5. The IACP reserves the right to remove or prohibit any exhibit in whole, in part, or any Exhibitor or representatives that in its opinion are not in keeping with the character and purpose of the trade show.

### Exhibitor Fees/Payment Schedule/Refund Policy

#### 6. Advance Rate

IACP 2025 Advance Rate applies to space sold during the online advance booth sales through onsite sales at IACP 2024. A 50% deposit must be received upon reservation of booth space. Credit card payment is required immediately; deposit via check must be received within 10 business days or reserved booth will be released.

Advance Rate    \$31.50 per s/f

#### Standard Rate

IACP 2025 Standard Rate goes into effect October 23, 2024. A 50% deposit must be received upon reservation of booth space. Credit card payment is required immediately; deposit via check must be received within 10 business days or reserved booth will be released.

Standard Rate    \$32.50 per s/f

Full payment for exhibit space is due on or before March 18, 2025. Space may be cancelled and re-sold by IACP if account is not paid in full by March 18, 2025. Account must remain current with scheduled payments for Advance Rate to apply. Exhibitors may not occupy assigned space until all monies due to the IACP are paid-in-full.

## **Booth Cancellation**

7. Cancellation of exhibit space is required in writing and the following cancellation fees apply.
- Written cancellation received on or before January 21, 2025; 25 percent of the total booth cost is retained by IACP.
  - Written cancellation received after January 21, 2025; 50 percent of the total booth cost is retained by IACP.
  - NO REFUNDS will be made for any cancellations after March 18, 2025.

## **Downsizing by Exhibitor**

8. An Exhibitor may be required to move to a new location if downsizing of exhibit space is requested. Exhibitors downsizing after March 18, 2024, will be financially liable for the original booth cost contracted.

## **Subletting of Space**

9. IACP strictly prohibits the sharing or “co-opting” of exhibit space unless companies have the same parent company, or one company is the subsidiary of the other. If two or more companies wish to share space, then they must make this request in advance and submit proof to IACP that one is the parent or subsidiary of the other or that all have the same corporate parent. Contracted exhibitors shall not assign, sublet, or share any space allocated to them nor advertise or display goods other than those manufactured or sold by them in the regular course of their business. Space assigned to the Exhibitor is for their exclusive use. Notwithstanding, as provided for in Sec. 11 below, Exhibits shall be staffed by technical, qualified individuals who are bona fide company employees or legitimate representatives of the manufacturer(s) of goods sold by the exhibitor in the regular course of its business.

## **Exhibitor Primary Booth Contact**

10. The Exhibitor will be responsible for designating an official authorized agent who will be the primary contact to work with IACP show management. This person will oversee and understand all contract issues, including those relating to registration, payment, housing, badging, materials handling, booth set-up and tear-down, operations and logistics, as well as ordering furniture, signage, utilities, etc. The Exhibitor Primary Booth Contact shall be authorized to enter service contracts as may be necessary and for which the Exhibitor is responsible. This agent shall receive all official correspondence from the IACP and be responsible for communicating all information to appropriate individuals. Under no circumstances will IACP be liable, either to the Exhibitor, or to any third party, for any failure of the Exhibitor Primary Booth Contact to fulfill his, her or its obligations under this clause.

## **Exhibit Staff**

11. Exhibits shall be staffed by technical, qualified individuals who are bona fide company employees or legitimate representatives [of the manufacturers of goods sold by the Exhibitor in the regular course of the Exhibitor’s business?]. In the case of representatives, they may display no insignia of their own business (including brand names, logos, trademarks, or advertising) or provide any information about their own businesses or employer or about other products or services that are not represented or provided through the contracted exhibiting company. Exhibitors must open their exhibit on time each morning and staff it throughout each day until show closing. Exhibit personnel shall wear professional attire consistent with the conference decorum. Likewise, any personnel hired by an Exhibitor, such as models, performers, musicians, or entertainers, must be properly attired and not dressed (or undressed) in a lewd, suggestive, offensive or obscene manner. IACP strongly encourages booth personnel to be registered in advance. Exhibit staff who register on-site will require a government picture ID and proof of employment. The following are the only acceptable proofs of employment: company business card, company ID, written letter on the exhibiting company’s letterhead, or an email from the exhibiting company’s Primary Booth Contact.

12. No person under 18 years of age will be permitted on the floor during move-in or move-out.

13. All personnel who are representatives of the exhibiting company must register as an “Exhibitor” and may not display any insignia, marks, brands, names, trademarks or logos of any person, firm, or entity other than the Exhibitor. Exhibitor badges will be allocated based on square footage of the exhibit space: two (2) Full Conference badges plus two (2) Exposition Hall Only badges per each 100 square feet (10’ x 10’ space) of contracted exhibit space.

14. Exhibitors requiring or desiring additional badges for their personnel may obtain extra badges of either type by purchasing them.

### **Standard Booth Equipment/Booth Construction**

15. The Exhibitors shall have the right, subject to the provisions herein contained, to arrange their exhibits within the space allotted to them in the manner best suited for displaying and demonstrating the goods manufactured by them. Exhibitors must allow a minimum of 2’ in front of presentation and demonstration components inside the booth to accommodate attendees to enter the booth to participate in an activity or watch a demonstration. Attendees should not be forced to stand in the aisle to view exhibitor presentations. No part of an exhibit shall extend outside of the exhibit space boundary. All promotional materials, items, etc. must be contained within the space assigned to the Exhibitor as per the completed agreement and in accordance with the booth construction guidelines of the International Association of Exhibitions and Events (IAEE). If there is a discrepancy between IAEE and IACP guidelines, the IACP guidelines will be used.

Exhibitor acknowledges and assumes the risk that this Sec. 15 and/or other sections or subsections of these Additional Terms and Conditions may have to be amended or modified if at any time, any competent authority, including but not limited to, the Centers for Disease Control and Prevention (CDC), the public health authorities of the State of Colorado or the City of Denver, the management of the convention center, or medical experts or advisers retained by IACP order, advise or recommend to the IACP that individual booths or the entire floor layout be modified due to any communicable or infectious disease, epidemic or pandemic, so as to minimize or prevent the spread of any communicable or infectious disease. Such modifications may include (but not are not necessarily limited to) one-way aisle traffic, designated entrance and exit doors, adjustment of side drape to 8’ between inline/linear/perimeter booths and limiting the number of booth staff allowed per 100 square feet.

16. Freeman is the official General Contractor for the Event. Exhibitors, therefore, will be required to use the IACP’s General Contractor, Freeman, for certain services such as (but not necessarily limited to) material handling operations. Exhibitors may contract with any third party they wish for other services such as (but not necessarily limited to) labor and the shipping of the Exhibitor’s own carpeting, displays and/or furniture. However, Exhibitors must be aware that they may be required to use either Freeman or the Colorado Convention Center service providers in lieu of any third party if there is an exclusive agreement with Freeman or the Center to provide such services. The Exhibitor Kit, which is available to exhibitors 5-6 months prior to the conference, will state the specific providers for all services.

17. Inline/Linear Booths: 10’ x 10’ consisting of drape assembled on aluminum stanchions and crossbars; 8’ high back drape, 3’ high side drape; and 7” x 44” booth identification sign. All other equipment, furnishings or services other than those provided as indicated must be arranged for with the decorator and/or the convention center at the exhibitor’s expense.

- a) Use of Space: Regardless of the number of Inline Booths utilized, e.g. 10’ x 20’, 10’ x 30’, 10’ x 40’, etc. display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8’ is allowed only in the rear half of the booth space with a 4’ height restriction imposed on all materials in the remaining space forward to the aisle.

18. Island Booths: Typically, 20' x 20' or larger and exposed to aisles on all four sides. There is no pipe and drape construction provided. All equipment, furnishings or services must be arranged for with the decorator and/or the convention center at the exhibitor's expense.

- a) Use of Space: Height maximum for booth structure and hanging signs is 25'. The entire cubic content of the space may be used; however, booth structure and/or presentations must not be placed so that attendees must stand in the aisle to observe.
- b) Exhibitors with island booths that are 20' x 40' and larger are required to submit a floor plan of their booth layout. Exhibitors with island booths that are 20' x 20' or 20' x 30' are required to submit booth layouts **only** if they plan to display a vehicle and/or if the booth is multi-level. Layout drawings, including signage, are due to IACP for approval no later than four weeks prior to conference.
- c) Ceiling height at the Colorado Convention Center is 30'. Hanging signs may be hung 25' to the top of the sign and there are no variances on sign or booth structure heights.

19. Perimeter Booths are booths backed directly to the facility perimeter walls. 10' x 10' consisting of drape assembled on aluminum stanchions and crossbars; 8' high back drape, 3' high side drape; and 7" x 44" booth identification sign. All other equipment, furnishings or services other than those provided as indicated must be arranged for with the decorator and/or the convention center at the exhibitor's expense.

- a) Use of Space: Regardless of the number of Perimeter Booths utilized, e.g. 10' x 20', 10' x 30', 10' x 40', etc. display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 15' is allowed only in the rear half of the booth space with a 4' height restriction imposed on all materials in the remaining space forward to the aisle.

**20. End-Cap and Peninsula Booth types are not permitted.**

21. Vehicles: Vehicles with four or more wheels can only be displayed in Island Booths.

22. Carpet: All exhibitors are required to have carpet or flooring in their booth.

23. Multi-Story Exhibits: Exhibitor must notify IACP show management if Exhibitor's exhibit is more than one level. The Colorado Convention Center policy is as follows: All covered booths over 300 square feet have special requirements in order to obtain approval from the Denver Fire Protection Bureau. Contact Colorado Convention Center Operations at 303-228-8000 for clarification and specifics.

24. Exhibitors must contact show management if any portion of their exhibit will be covered. The Colorado Convention Center policy on Covered Exhibit Space is as follows: Any covered exhibit space over 100 square feet and less than 300 square feet requires a smoke detector and a 2A10BC fire extinguisher.

25. Nothing shall be posted, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture. Fees for damages will be charged to the Exhibitor and must be paid before an Exhibitor will be allowed to select space for future IACP shows. The Exhibitor shall not place in the exhibit area any material or equipment whose presence, appearance or operation produces noise, vibration, odor or other irritant that is objectionable to the IACP, the Center, or other exhibitors or visitors. Exhibitors should be aware that laws, regulations or ordinances which require accommodation of persons with disabilities may restrict noise levels, lights, sounds, odors or other things or ban them altogether. IACP, the Center and the Exhibitor must comply with these laws, etc. Exhibits that defame, disparage or denigrate the products or integrity of another Exhibitor are also prohibited.

## **Installation & Dismantling of Exhibits**

26. All goods shall be consigned in accordance with instructions in the online Exhibitor Service Kit.

27. If the Exhibitor knows that their booth will require more than the allotted time to set up, a written request to IACP Exhibits Manager and Freeman is required to coordinate booth materials.

28. Exhibits are to be set up during assigned times and must be completed by 2:00 p.m. on Saturday, October 19, 2025. Exhibit space left empty as of 2:00 p.m. may be resold or reassigned by the IACP without obligation on the part of IACP for any refund whatsoever. Exhibits not set-up by 2:00 p.m. will be assigned labor to install or be removed from the hall. Labor expense for booths not installed by this time will be borne by the Exhibitor. The IACP is not responsible for any damage to the Exhibitor's product due to set up or removal of the Exhibitor's booth.

29. The Exhibitor will not dismantle its display prior to the stated closing of the show. No exhibit or any part thereof may be removed during the period of such exhibition without the written consent of the IACP. Penalty for early dismantling will be loss of exhibitor priority points for the current exhibit year. Exhibitors should make travel and staffing arrangements accordingly.

30. Exhibitors shall remove all exhibits and any goods or property brought into the exposition hall and leave said space both clean and free from all rubbish by 12:00 p.m. the day following closure of the show.

## **Character of Exhibit**

31. The IACP reserves the right to decline an exhibitor permission to conduct, maintain, and exhibit if, in the sole judgment of the IACP Show Management, said exhibitor shall in any respect be deemed unsuitable or offensive to other individuals or the association. This reservation includes, but is not limited to, personal attire and conduct, articles of merchandise, printed matter, subject matter, souvenirs, catalogs, and any other items, without limitation, which affect the character of the Exhibition or the IACP.

## **Booth Activities / Booth Giveaways**

32. It is recommended that exhibiting companies abide by the federal government guidelines for gifts <https://www.gpo.gov/fdsys/pkg/FR-2016-11-18/pdf/2016-27036.pdf>. Gifts of firearms must abide by all federal, state and local regulations of the conference venue. Please note that the IACP reserves the right to not approve or stop dissemination of any giveaway. Examples of giveaways which are not appropriate are fine jewelry, vacations, and vehicles for personal use. However, the IACP is not in any way responsible for determining local law, nor is it liable for such drawings and does not endorse any services or products drawn. Exhibitor agrees to defend, indemnify and hold harmless the IACP against any third-party claims seeking to hold the IACP liable for conducting, allowing or sanctioning any prohibited lottery, giveaway or game of chance.

## **Animals (including service animals)**

33. Display of domestic service animals in conjunction with an approved exhibit must be submitted to IACP for approval and must meet the following confinement guidelines:

- a. Animals are to be on a leash at all times if not confined to a pen.
- b. Animals are to be confined within a pen if not on a leash.
- c. Animals must be under constant control at all times by the owner or handler.

Beginning on March 15, 2011, only dogs are recognized as service animals under the Americans with Disabilities Act. A service animal is a dog that is individually trained to do work or perform tasks for a person with a disability. Generally, the Center must permit service animals to accompany people with disabilities in all areas where members of the public are allowed to go. **A service animal must be under the control of its handler. Under the ADA, service animals must be harnessed, leashed, or**

**tethered, unless the individual's disability prevents using these devices or these devices interfere with the service animal's safe, effective performance of tasks.** In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Requests to display exotic animals must be submitted in writing for IACP approval and abide by convention center regulations.

### **Balloons, Confetti & Stickers**

34. Helium balloons are not permitted on the premises unless approved by IACP. Helium balloons are not to be used as giveaways. Retrieval of a helium balloon which becomes unanchored and trapped within the ceiling or structure at the Colorado Convention Center will be at the expense of the exhibitor. Storage of helium or compressed air cylinders is prohibited in the building.

35. Confetti is not permitted in the Exposition Hall or common areas of Colorado Convention Center.

36. Stickers are not permitted in the Exposition Hall or common areas of Colorado Convention Center.

### **Exhibit Booth & Noise/Lighting**

37. IACP is a professional show. In general, Exhibitors may use sound equipment in their booths provided the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Sound and noise should not exceed 85 decibels. The noise level and content of exhibits will be monitored by IACP staff. Profanity of any sort is not permitted as part of displays, simulators, video or presentations. Failure to comply with these regulations may result in the loss of ability to display audio features in the violating booth or expulsion from the show.

- a) Exhibitors should be aware that music played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted compositions. ASCAP, BMI and SESAC are three authorized licensing organizations that collect copyright fees on behalf of composers and publishers of music.
- b) As noted in Sec. 25 above, Exhibitors should also be aware that under the Americans with Disabilities Act and state or local law, persons with disabilities are entitled to accommodations that will enable them to have full access to the Event. Accordingly, to comply with the ADA, it may be necessary for an Exhibitor to modify its noise and/or lighting levels to accommodate persons with disabilities.

38. Exhibitor will defend, indemnify and hold harmless IACP against any claim or suit for copyright infringement or violation of intellectual property rights (e.g. trademark) that arises from Exhibitor's violation of copyright or intellectual property law or against any claim against failure to accommodate a person with disability. The use of special lighting effects, such as strobes, flashers, etc., is prohibited unless lighting features are expressly the product(s) on display. All booth lighting including gobos must stay within the booth parameters.

### **Vehicle Regulations**

39. Exhibitors displaying vehicles with 4 or more wheels must purchase an island booth of 20' x 20' or larger. Displays with multiple vehicles will require a booth larger than 20' x 20'. Vehicles must stay within 2' of the booth perimeter. Booth size will be based on the dimensions of the vehicle(s). Exhibitors must register their vehicles for display at IACP 45 days prior to conference. Vehicle registration applies to helicopters, cars, trucks, trailers, motorcycles, bicycles, and e-bikes.. The vehicle registration form will be available on the IACP Conference site in April 2025. All Exhibitors displaying vehicles must submit a layout of their booth design to IACP ([dullaghan@theiacp.org](mailto:dullaghan@theiacp.org)), the Official General Contractor and Denver Fire Marshal.

40. Any vehicle used in a display or exhibit must have all battery cables disconnected, ends taped and gas

caps locked. Fuel tanks and fill openings are closed and sealed to prevent tampering. The disconnection of vehicle battery falls under the jurisdiction of the electricians. The vehicle may only contain a maximum fuel level of 1/4 tank or 3 gallons, whichever is less. Fuel applies to gasoline, diesel, CNG, LPG, etc. Tanks cannot be refueled or emptied inside the Colorado Convention Center. The flooring under the vehicle must be protected from any leakage, spillage or other potential damage; use of a drip pan under the vehicle's drive train (motor to differential). It is the exhibiting company's responsibility to collect and manage keys for all vehicles being displayed on the exhibit floor. Keys should be stored onsite and available at the booth 24-hours a day throughout the convention, including non-show hours as well as move-in and move-out in case of emergency. Electric vehicles must have their battery disconnected once placed in position. If unable to disconnect the battery due to battery location, then the ignition fuse must be removed. Electric vehicles are at no time allowed to be turned on during event hours. It is ultimately the responsibility of the Exhibitor to ensure that these measures are taken to prevent any potential damage or safety hazard. Vehicle locations must be shown on Floorplans submitted for Fire Marshal approval. Please refer to the Colorado Convention Center General Service Contractor (GSC) Guidelines.

41. The exhibitor shall comply with and ensure that its employees and agents comply with all legal requirements imposed by a government body. Special building rules regarding the operation of oil or gasoline/diesel engines must be strictly observed, as must all other special building rules and regulations.

### **Weapons**

42. Exhibitors must register weapons for display at IACP at least 30 days prior to conference. This includes pellet guns and look alike weapons. The weapons registration form will be available on the IACP conference website in April 2025 and requires each weapon's Make, Model, Serial Number and Type. Failure to register weapons by the deadline will result in the weapon prohibited from the show floor. Strict enforcement will be applied.

43. **Incoming Weapon Shipments** – Denver PD will conduct inspections of all weapons to be placed on display. Inspection and physical registration will be conducted beginning Friday, October 17, 2025. Weapons should be shipped directly to the Convention Center for delivery no earlier than Friday, October 17, 2025. Booth components and weapons should not be packed within the same crate(s). Weapons shipments are to be labeled for the Armory, not your booth. Please use the Direct to Show Site shipping label provided in the Exhibitor Kit. All weapons displayed must be non-functional, with the firing pins removed. After inspection, each weapon will be tagged and released to the designated exhibit staff.

- a. At the end of each show day, exhibitors displaying weapons must check-in their weapons to the Armory and report to the Armory each morning before show hours to retrieve their weapons. The Exposition Hall will be monitored daily for compliance, which must be maintained throughout the show.

44. **Outgoing Weapon Shipments** - Exhibitors must leave their outbound weapon shipments in the Armory with a Copy of the Bill of Lading for outbound shipping. Exhibitors must schedule shipments to be picked up no later than 4:00 p.m. Tuesday, October 21, 2025.

### **Photography/Recording**

45. Photography and recording within the Exposition Hall is regulated and requests must be submitted to IACP for approval 30 days prior to conference. Exhibitors may only take photos, images or recordings of their own booths and equipment. Photographs or recording of the Exposition Hall in general or other exhibitors' booths is prohibited unless specific permission is granted by Show Management. Violation of this policy will result in the confiscation of digital images or recordings and could result in expulsion from the show. Please review the Media Policies on the IACP Conference website.

## **Retail Sales**

46. Retail sales are not permitted in the Exposition Hall. Exhibitors may take orders, but cash and/or credit transactions are not allowed in the Exposition Hall.

## **Events Outside Colorado Convention Center, Suitcasing & Outboarding**

47. Exhibiting companies and sponsors may only hold hospitality or off-site events during non-exhibit hours. No Exhibitor events may take place while the Exposition Hall is open. Exhibitors are required to complete a Convention Event Request Form (CERF) which can be found on the IACP Conference site in February 2025.

48. The IACP considers the practices of Suitcasing and/or Outboarding to be unethical business conduct and strictly prohibits both practices. Suitcasing refers to the practice of companies or persons who go to shows as attendees but "work the aisles" from their suitcase (briefcase), soliciting business from other attendees and exhibitors. Outboarding refers to non-supporting companies who set up exhibits or events at off-site locations, such as hotel hospitality suites or nearby restaurants, and encourage attendees to leave the show floor and spend time with them. For the good of the show and the exhibitors supporting the show, the only legitimate place to conduct business during show hours is within a contracted exhibit space on the show floor. Only official Exhibitors and Sponsors are allowed to conduct other hospitality events during non-show hours. All violations will be directed to the IACP Board for penalties and sanctions against the violating company. Exhibiting companies are encouraged to protect their investment and report any violations immediately to IACP Show Management.

## **Security Information**

49. The IACP will provide perimeter security in the Exposition Hall from the beginning of exhibitor move-in through dismantle hours. Exhibitors are the primary responsible party for safeguarding their exhibit and merchandise at all times.

## **Fire Protection**

50. All booth decorations and materials must be flame retardant in accordance with the facility regulations. If an inspection indicates that an Exhibitor has not complied with these regulations, the Exhibitor will be given the opportunity to correct the situation. If the situation is not corrected, the IACP reserves the right to cancel all or such part of said exhibit which does not conform to the regulations. Please note that it is the exhibitor's responsibility to read and follow the Fire Regulations in the online Exhibitor Kit and Colorado Convention Center website.

## **Product Information & Food and Beverage Samples**

51. Individual contracted companies interested in distributing product samples, circulars or advertising materials may only do so within the booth space assigned to the Exhibitor. Such materials shall not be distributed to the hotel rooms of the conference registrants without the IACP's prior approval or in any conference facilities.

52. All food/beverage samples distributed by the Exhibitor are to be approved in advance by the facility caterer.

## **Exhibitor Insurance**

53. The IACP requires each exhibiting company and exhibitor appointed non-official contractors, to carry general liability insurance with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Check with your insurance company. Exhibitors who do not carry liability insurance will have the option of purchasing event insurance through a third party through the online Exhibitor Kit. In addition, in view of the potential for disruption that could be caused in the event of any communicable or infectious disease, epidemic or pandemic, Exhibitors may also wish to inquire into the availability of insurance to cover such eventualities.



Exhibitors are not required to send a copy of their Certificate of Insurance, however Exhibitors must have the Certificate on-site and provide a copy if asked.

### **Cancellation of Exhibition**

54. (a) In the event the Conference is cancelled either by the IACP or the Colorado Convention Center, due to circumstances beyond either party's control, this agreement may be terminated. The Exhibitor's sole remedy will be the return of any amount it has previously paid to the IACP. (b) If the Conference is interrupted (by, for example, a power outage lasting several hours or a bomb threat which forces the evacuation of the Convention Center), the Exhibitor will have no remedy against either the IACP or the Convention Center; neither the IACP nor the Convention Center will owe any party any liability or damages to the Exhibitor. For the avoidance of doubt, any modifications that may be advised, recommended, or ordered pursuant to Sec. 19 of these Contract Terms will not be considered to be a cancellation, termination, or disruption of the Conference.

### **Disclaimer of Liability, Indemnification**

55. The Exhibitor agrees to defend, indemnify and hold harmless IACP to the same extent, and on the same terms, that IACP is required to defend, indemnify and/or hold harmless the Colorado Convention Center, but only in connection with the acts or omissions of the Exhibitor.

56. Damages to the Exhibitor. For the avoidance of any doubt, any modifications that may be advised, recommended, or ordered pursuant to Sec. 19 of these Additional Terms and Conditions will not be considered to be a cancellation, termination or disruption of the Conference.

57. The Exhibitor acknowledges that the IACP and Colorado Convention Center do not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor.

### **Amendment of Rules/Other**

58. Inasmuch as IACP has exhibitors of all sizes and types – publicly held companies; private companies; individuals doing business as sole proprietors, partnerships or other forms; academic institutions (both public and private), governmental agencies, including at the federal, state and local level; and international exhibitors; and inasmuch as it would therefore be unfair to change these terms for some exhibitors but not others and could also subject the IACP to potential litigation, the IACP will not agree to any changes to the terms of this agreement. The only exceptions to this rule are any issues not specifically covered by these Terms and any changes that may be necessitated by law (e.g., a State Constitution forbidding the State to indemnify a private party). In such limited circumstances, the IACP may agree to negotiate an amendment. If the parties cannot agree on amended terms, the IACP will have final authority, in the exercise of sound and reasonable care and discretion, to decide the matter. Any amendments to this agreement must be negotiated and agreed to by the parties and signed at least by the party against whom enforcement is sought.

59. The IACP reserves the right to make changes, amendments and additions to the rules at any time, and all changes, amendments and additions so made shall be binding on the Exhibitor with the provision that all exhibitors will be advised of any such changes.

60. All matters and questions not specifically covered by these rules and regulations and the Exhibitor Agreement are subject to the decision of the IACP show management, whose decisions will be final.

Updated June 2024