

2019 LAGCOE RULES AND REGULATIONS GOVERNING PARTICIPATING COMPANIES

Table of Contents

I. EXHIBIT SPACE REGULATIONS	1
A. SPACE ASSIGNMENT	1
1. Sharing of Exhibit Space	1
B. Exhibits Allowed	1
C. Included with Space	1
D. Signage	1
E. Improvements	1
1. Set Up.....	1
F. Move In / Move Out	2
G. Noise Levels and Video Content	2
H. Damages	2
I. Public Passageways	2
J. Booth Construction Standards, Sightlines and Height	2
1. Heavy Load Area.....	2
2. Ceiling Height.....	3
K. Non-Compliance (Early Tear Down, Failure to Vacate)	3
L. Forfeiture	3
1. Space Abandonment	3
2. Violations	3
3. Payments	3
M. Cancellation and Refunds	3
II. EXHIBIT HALL	4
A. Venue: Ernest N. Morial Convention Center-New Orleans Hall H	4
B. Exhibit Hall Floor Hours	4
III. EXHIBITOR INSURANCE	4
IV. EXHIBITOR GENERAL INFORMATION	4
A. Hospitality and Networking Events by Exhibitors	4
B. Security	5
C. Use of LAGCOE Name, Logo and Design Work	5
D. Failure to Comply	5
E. LAGCOE Discretionary Rights	5

2019 LAGCOE RULES AND REGULATIONS GOVERNING PARTICIPATING COMPANIES

V. EXHIBITOR LIABILITY	5
A. Copyright and Patent	5
B. Safety Rules, Regulations and Standards	6
C. LAGCOE Exempt	6
D. Exhibitor Risk	6
E. Hazardous Waste	6
F. Force Majeure	7
VI. HOSPITALITY SUITE HOLDER.....	7
A. Suite Regulations.....	7
B. Suite Access	7
VII. SPONSORS	8
VIII. AMENDMENTS	8
IX. ADDENDUM	8
A. New Orleans Ernest N. Morial Convention Center – Exhibitor Policies	8



I. EXHIBIT SPACE REGULATIONS

A. SPACE ASSIGNMENT

Space(s) assigned to Exhibitor will be used solely for the exhibitor named in this contract.

1. Sharing of Exhibit Space

Exhibitors may not share any allotted exhibit space with another business or firm unless they are divisions of the same company.

B. Exhibits Allowed

Exhibitor will not be permitted to exhibit any article other than articles manufactured and sold by Exhibitor or display any advertising signs except those pertaining to products and services sold by the exhibitor or make over the counter sales.

C. Included with Space

Fee paid for inside spaces includes 8' back drape, 3' drape side panels, and ID sign with the Exhibitor name and night watchmen service.

D. Signage

Exhibitors wishing to use special signs must make application for, and obtain in writing, the consent of LAGCOE.

E. Improvements

All improvements, foundations, and buildings erected on said space(s) shall be done at the expense of the exhibitor, subject to approval of LAGCOE. At the completion of this contract, all said improvements, foundations, and building erected on said space(s) shall be done at the expense of the exhibitor, foundations and buildings shall be removed at the expense of the exhibitor, leaving the space(s) in as good condition as when contracted for. Exhibitor's failure to comply after due notice from LAGCOE management shall constitute forfeiture of all rights and claims of exhibitor on said improvements.

1. Set Up

Exhibitors must utilize approved methods and standards as provided by LAGCOE for erection of exhibitor provided improvements and structures, including but not limited to buildings, tents, booths and displays. Exhibitors planning to construct improvements or structures should be sure that plans are submitted for the approval of LAGCOE at least 30 days before the show.

All exhibitor-provided improvements and structures will be inspected by LAGCOE prior to its use and installation that does not meet approved standards will be required, at

the sole discretion of LAGCOE and at the exhibitor's costs, to be corrected immediately by exhibitor or removed. If exhibitor is unable to perform such tasks, an approved LAGCOE contractor may be utilized and exhibitor will be billed for services.

F. Move In / Move Out

Exhibitors are allowed certain days to move in and set up their exhibit before opening date of the Exposition. Each exhibitor must comply with a scheduled move-in and move-out as set forth by LAGCOE in the exhibitor services manual.

G. Noise Levels and Video Content

Sound or music relating to an exhibit, or noise generated by demonstrations shall be kept at a volume low enough so as not to project beyond the exhibitor's booth and not disrupt the activities of the neighboring exhibitors. Speakers and other sound devices should direct sound into the booth rather than the aisles.

LAGCOE reserves the right to impose limitation on noise levels and any method of operation which becomes objectionable. Sound that consistently exceeds 115 decibels (at the booth's edge) is objectionable as is continuous sound less than 115 decibels. LAGCOE reserves the right to determine the point at which sound is objectionable and must be discontinued.

Exhibitor's video content must be appropriate for a general audience and exhibitor must not use content that is considered offensive to this audience.

If a complaint regarding noise levels or offensive content is received, LAGCOE will investigate. If content is determined to be offensive or noise levels excessive, Exhibitor agrees to cease using such content or noise making device. Violations of this policy can result in Exhibitor's expulsion, at LAGCOE's discretion.

H. Damages

The exhibitor is entirely responsible for space(s) leased by them and agrees to reimburse LAGCOE for any damage to the floor, walls or equipment made in the space(s) leased by them, except that which may be expected in normal use.

I. Public Passageways

Public passageways remain under the control of LAGCOE and nothing will be permitted in aisles, except by special permission of LAGCOE.

J. Booth Construction Standards, Sightlines and Height

No exhibitor will be permitted to display products in such a manner as to obstruct the light and view through avenues or aisles, or occasion injury to, or inconvenience or disadvantageously affect the display of other exhibitors. For this reason, side partitions (between adjacent booths) extending from front toward the rear of the booth for a distance of four feet shall not exceed 48 inches in height.

1. Heavy Load Area

Hall H has a normal load capacity of 350 lbs. per square foot. The heavy-load area can accommodate loads up to 500 lbs. per square foot. Refer to show map for exact

location. Booth placement in heavy load area must be requested on the booth application.

2. Ceiling Height

Hall H has a low-ceiling height of 24 feet in certain areas. If display height is greater than 24 feet, this must be requested on the booth application. Maximum height is 55 feet.

K. Non-Compliance (Early Tear Down, Failure to Vacate)

No exhibit may be removed from the grounds or building at any time from the opening until the closing of the show except in the case of extreme emergency and then only upon permission granted by LAGCOE. Exhibitor shall not initiate tear-down, packing or abandon exhibit prior to close of exhibit hall. Failure to observe the terms of this item will result in loss of priority points and exhibitor may not be permitted to exhibit in future shows.

In the event of exhibitor's failure to vacate space(s) noted in this contract, as herein before provided, then and in that event, LAGCOE may and is hereby authorized to act as agent for the exhibitor in removing and storing the equipment at the exhibitor's expense.

L. Forfeiture

1. Space Abandonment

Any space not claimed and occupied prior to 2:00 p.m. on Tuesday, October 8, 2019 may be resold or reassigned by LAGCOE without obligation on the part of LAGCOE for any refund whatsoever.

2. Violations

Any violation by exhibitor of any terms and conditions herein shall subject exhibitor to cancellation of the agreement to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, LAGCOE shall have the right to take possession of exhibitor's space, remove all persons and properties of exhibitor and hold exhibitor accountable for all risks and expenses incurred in such removal.

3. Payments

All fees owed by the exhibitor for any reason not fully paid by due date indicated on invoice will result in the loss of space assignment. Exhibitor who fails to make payments when due shall automatically forfeit any rights, privileges and claims of any nature, including any payments previously made.

M. Cancellation and Refunds

Exhibitor agrees that exhibit space will be considered cancelled by an exhibitor upon the date that written notice of cancellation is received by LAGCOE management. Refunds for cancelled space will be given as follows:

1. If space is cancelled prior to February 1, 2019 LAGCOE will retain the 25% non-refundable deposit.

2019 LAGCOE RULES AND REGULATIONS GOVERNING PARTICIPATING COMPANIES

2. If space is cancelled between February 1, 2019 and May 30, 2019, LAGCOE will retain or exhibitor will pay 50% of the total booth cost not including the 25% non-refundable deposit.
3. If space is cancelled on or after May 31, 2019, LAGCOE will retain or exhibitor will pay 100% of the total booth cost.

Any purchase of exhibit space after May 31, 2019 is non-refundable.

LAGCOE has the absolute right to cancel the contract if exhibitor fails at any time to comply with any of the terms, provisions or conditions of the contract. Such cancellation shall be without liability on the part of show management, and in the event of cancellation, show management shall retain all payments made by exhibitor for exhibit space.

II. EXHIBIT HALL

A. **Venue: Ernest N. Morial Convention Center-New Orleans Hall H**

See Addendum: New Orleans Ernest N. Morial Convention Center – Exhibitor Policies

B. **Exhibit Hall Floor Hours**

Exhibit Hall Floor will open at 10:00 A.M. and close at 6:00 P.M. on Wednesday, October 9, 2019 and Thursday, October 10, 2019 and will open at 10:00 A.M. and close at 3:00 P.M. Friday, October 11, 2019. Only oil and gas industry personnel will be allowed on the show floor on October 9-11, 2019. Minors under the age of 18 will not be permitted on the show floor at any time during move-in and move-out and are only allowed on October 9-11, 2019 if personally escorted.

III. EXHIBITOR INSURANCE

Exhibitor shall maintain and cause its subcontractors to maintain during the term of the Contract: (1) Worker's Compensation insurance as prescribed by the state Louisiana; (2) Commercial General Liability Insurance with no less than \$1,000,000 combined single limit for Bodily Injury and Property Damage, specifically including Contractual Liability in respect of the persons and property of third parties, including liability for pollution and cleanup on a sudden and accidental basis, (3) If owned, hired, or non-owned automotive equipment is used, Exhibitor shall purchase and maintain Automobile Liability Insurance with no less the \$1,000,000 combined single limit for Bodily Injury and Property Damage, including, without limitation, Hired and Non-Owned Liability; All policies of insurance shall be primary and name LAGCOE, the New Orleans Public Facility Management, Inc., Ernest N. Morial New Orleans Exhibition Hall Authority, and City of New Orleans as additional insureds and waive subrogation against them. Prior to entering the premises, Exhibitor shall supply to LAGCOE via the a2z portal a valid Certificate of Insurance evidencing insurance coverage in accordance with the above requirements by Friday, September 13, 2019.

IV. EXHIBITOR GENERAL INFORMATION

A. **Hospitality and Networking Events by Exhibitors**

No exhibitor shall conduct any offsite activity during official event hours that would encourage attendees to leave the officially scheduled event activities.

B. Security

Neither show management nor the official contractors nor the facility are responsible for the exhibitor's property in the event of theft, accident, vandalism or other causes. General perimeter security is provided primarily for the purpose of badge and parcel checking. Exhibitors are responsible for the security of their displays at all times and should be properly insured.

C. Use of LAGCOE Name, Logo and Design Work

Use of LAGCOE's name, event acronym and logo in conjunction with promotional materials, statements, endorsements, advertisements, contests or awards is prohibited without written consent from LAGCOE management.

However, LAGCOE management will make name and logo available and grant permission to exhibitors and advertisers to use such in an approved manner in conjunction with advertisements and promotions of the exhibitor's or advertiser's participation in LAGCOE. Samples of the proposed use must be submitted to show management at least 30 days in advance of the show. LAGCOE management reserves the right to deny and request or use of the event name, logo and design work that it finds to be inappropriate, offensive, or not in the best interests of the event.

D. Failure to Comply

Failure by exhibitor to observe rules with regard to serving alcoholic beverages and other Rule or Regulation Governing Participating Companies as stated in online contract shall entitle LAGCOE to close exhibit and remove and store the same at the exhibitor's expense. As further material consideration of this contract, Exhibitor agrees to fully comply with all Exhibitor Policies of the Ernest N. Morial Convention Center-New Orleans, the City of New Orleans, and State of Louisiana.

E. LAGCOE Discretionary Rights

LAGCOE management reserves the right in its sole discretion to prohibit, restrict or remove from the Exhibition grounds at the Exhibitor's expense any exhibit, advertisement, display, person, activity, or thing which it finds dangerous, unsuitable, objectionable, or which may detract from the general character of the Exhibition or is otherwise not in compliance with this agreement. In such event, any consideration paid by the Exhibitor under this contract shall be forfeited by the Exhibitor without credit against any outstanding charges or damages.

V. EXHIBITOR LIABILITY

A. Copyright and Patent

Exhibitor states that it is solely responsible for and is in full compliance with all copyright and patent laws regarding permission and payment of royalties and fees for any copyrighted works or patented devices used in its display exhibited and agrees to hold harmless and indemnify LAGCOE from any claims arising there from. Exhibitor is responsible for all royalties and fees for any copyrighted or patented work used in its exhibit and will hold harmless and indemnify LAGCOE for same.

B. Safety Rules, Regulations and Standards

Exhibitor agrees it will comply with and will cause its invitees, employees agents and representative to comply with all applicable safety rules and all rules, regulations and standards of and issued pursuant to the applicable state and federal Occupational Safety and Health Act (OSHA) while on LAGCOE's premises, including Exhibitor furnishing to and requiring the use by its employees, agents, invitees and representatives of OSHA-approved and required protective equipment such as hard hats, safety glasses, and/or any other personal protective equipment.

C. LAGCOE Exempt

LAGCOE does not assume or agree to be responsible for any obligation, liability, loss, damage or expense, of whatever kind or nature, contingent or otherwise, known or unknown, incurred or imposed by any provision of federal, state, or local law or regulation, or common law, pertaining to health, safety or environmental protection and arising out of any act or omission by Exhibitor, Exhibitor's employees, invitees or representatives, including, without limitation, such laws or regulations pertaining to the storage, transportation, handling, disposal, discharge, presence, or use of toxic or hazardous substances.

D. Exhibitor Risk

Exhibitor assumes the risk of all damage, loss, costs and expense, and agrees to indemnify and hold harmless LAGCOE, its Directors, Board members, officers, agents, and employees from and against any and all liability, damage, loss, cost, and expense that may accrue to or be sustained by LAGCOE, its officers, agents or employees on account of any claim, suit, or action made or brought against LAGCOE, its officers, agents or employees, for the death of or injury to persons or destruction of property involving Exhibitor, its employees, agents and representatives, sustained in connection with activities conducted in connection with or on the premises of LAGCOE, arising from any cause whatsoever (including, without limitation, falls from scaffolding, ladders, catwalks, beams or other high places; mishaps involving cranes, booms, elevators, trucks or other equipment; injuries resulting from electrical shock; and failure of or defect in any equipment, instruments, or device supplied by LAGCOE or its employees, agents or representatives). LAGCOE desires to avail itself of protection to the fullest extent allowed by Louisiana Revised Statute 9:3221, as amended, and Exhibitor warrants to maintain adequate liability insurance to protect LAGCOE or its employees, agents or representatives as an additional named insured from any such liability. Proof of adequate insurance in full force must be provided to LAGCOE at all times.

E. Hazardous Waste

Exhibitor agrees it will comply with and will cause its invitees, employees, agents and representatives to comply with all applicable state and federal hazardous waste rules, regulations, permits and standards of and issued pursuant to law. Exhibitor further agrees to hold harmless and indemnify LAGCOE from any and all claims including damages, penalties, removal or clean up charges and expenses, including legal fees and interest incurred as a result of any violation of said hazardous waste laws arising from Exhibitor's use of the show premises. Exhibitor shall not cause hazardous wastes to be placed on the premises, except incidental to its exhibition and only then with written advanced approval of LAGCOE after full disclosure of same and shall be maintained in approved containers to

be promptly removed when vacating the premises. Exhibitor is solely responsible for all transportation, containing, clean up and removal expenses resulting there from. See also Hazardous Materials section of the New Orleans Ernest N. Morial Convention Center Exhibitor Policy.

F. Force Majeure

LAGCOE shall not be liable to Exhibitor in any way of for any costs, expenses or damages, for delay or non-performance of its obligations hereunder (or part thereof) which is unforeseeable or beyond the control of LAGCOE, including but not limited to fire, flood, explosion, war, strike, embargo, government action or requirement, civil or military authority, weather, including hurricane or named storm or threat of hurricane or named storm, flood, loss of use of the facilities and show grounds, war, terrorist act, threat of war or terrorist act, act of God, the failure of any subcontractor, supplier or transporter to perform its obligations to LAGCOE (including on account of insolvency), any of which shall constitute Force Majeure. If the Show is canceled, delayed, shorted or otherwise adversely affected in whole or in part for any reason including Force Majeure, then LAGCOE at its sole discretion may, but is not obligated to, refund all or part of the Exhibitor's fees.

VI. HOSPITALITY SUITE HOLDER

A. Suite Regulations

1. All food and beverage served in suite must be purchased from MOPFMI's food service contractor. Visit <https://www.mccno.com/exhibitors/exhibit-services/> with catering questions.
2. No attendant is provided in your suite. If you require an attendant, please contact MOPFMI's food service contractor to make arrangements for an attendant to be resent.
3. LAGCOE management reserves the right in its sole discretion to prohibit, restrict or remove from the showground at the Hospitality Suite Holder's expense any exhibit, advertisement, display, person, activity, or thing which it finds dangerous, unsuitable, objectionable, or which may detract from the general character of the Exhibition or is otherwise not in compliance with this agreement. In such event, any consideration paid by the Hospitality Suite Holder under this contract shall be forfeited by the Hospitality Suite Holder without credit against any outstanding charges or damages.

B. Suite Access

1. Suite guests must be registered as attendees to enter the Exposition. Registration is available on the LAGCOE website. Attendees will pick up their badges at the registration area during the Exposition. Please make your guests aware that they will need a badge to enter the Exposition.
2. Registration typically does not open until 6 months prior to the show date and can be accessed via the LAGCOE website: <http://www.lagcoe.com/Expo/attend>.

VII. SPONSORS

LAGCOE reserves the unconditional right to restrict or revoke your sponsorship privileges that may be deemed objectionable to LAGCOE, exhibitors, the public, or for any other reason as may be determined in the sole discretion of LAGCOE.

VIII. AMENDMENTS

These rules and regulations are subject to revision by LAGCOE and all points not covered are subject to LAGCOE decision, which will be final except in the cases of properly authorized alterations given in writing.

IX. ADDENDUM

- A. New Orleans Ernest N. Morial Convention Center – Exhibitor Policies
See attached.