

Rules & Regulations

The **American Foundry Society, Inc. (AFS)**, hereinafter called the **Lessor**, and the exhibiting company, hereinafter called the **Exhibitor**, contract for exhibit space at Metalcasting Congress 2023 sponsored by the **American Foundry Society, Inc. (AFS)** to be held at the Huntington Convention Center, Cleveland, OH, April 25-27, 2023.

WITNESSETH: That said **Lessors**, in consideration of the mutual covenants herein set forth, and the faithful performance thereof by the **Exhibitor**, hereby grants the **Exhibitor** the right to the use of assigned exhibit space to be equipped by the **Lessor**, as provided by the Exposition Regulations. Said premises to be used by the **Exhibitor** and no other, to wit: From 8:00 a.m. Tuesday, April 25, 2023, until 5:00 p.m. Thursday, April 27, 2023. Goods not removed by this hour will be removed and stored by the **Lessor** at **Exhibitor's** own risk and expense.

This agreement is made and entered into upon the following terms and conditions, which are mutually agreed to by both parties:

Agreement & Exhibitor Qualifications

Exposition **Rules and Regulations** shall be and are hereby made a part of this agreement. These **Rules and Regulations** have been drawn with the single objective of producing a successful Show, both for **Exhibitors** and the public. The **Exhibitor** agrees to the terms of this Contract and acknowledges that in emergencies and wherever the foregoing rules do not cover, **Show Management** reserves the right to have full power in the interpretation and enforcement of all Contract regulations contained herein, and the power to make such amendments thereto, and such further **Rules and Regulations** as shall be considered necessary for proper conduct of the exhibition. Only one company may exhibit in a single booth.

Cast in North America (CINA) — Foundries or casting manufacturers in North America (Canada, USA, or Mexico)

Suppliers – Must be engaged in or be associated with the industry in areas of equipment, consumable products, processes, instrumentation, engineering, and other applicable services related to the manufacture and processing of the cast product. Foundries/metalcasters are only eligible to exhibit in CINA.

Compliance & Code of Conduct

Exhibitors and all their representatives must familiarize themselves with the **AFS Code of Conduct** ([afsinc.org/code-conduct](https://www.afsinc.org/code-conduct)) and fully comply with it at all times. The **Exhibitor** assumes all responsibility for compliance with all pertinent laws, ordinances, regulations, and codes of duly authorized local, State, and Federal governing bodies concerning fire, safety, and health, together with the **Rules and Regulations** of the operators and/or owners of the property wherein the Exposition is held. If for any reason **Exhibitor** does not occupy space contracted for or fails to comply in any other respect with the terms of this agreement, the **Lessor** shall have the right, without notice to the **Exhibitor**, to sell such space or any part thereof and credit the amount received toward any unpaid balance owing on the **Exhibitor's** contract price.

Space Assignment & Payment

Full payment is due with exhibit space contract before booth space is assigned. Booth assignments will be at the discretion of **Show Management** based on a first-come, first-serve basis.

Only one company may be represented per booth.

Companies may purchase more than one inline 10'x10' booth. Double booths at the end of aisles are not permitted to ensure good sight lines for all **Exhibitors**. However, single end cap booth plus adjoining inline booth combinations are acceptable.

To qualify for the Corporate Member rate, an **exhibitor** must be a Corporate Member in good standing at the time of application through the time of the event. If an **exhibitor** does not maintain its Corporate Membership in good standing during the full period of the contract, the non-member rate will apply.

Show Management reserves the right to change the official floor plan or reassign booth space for the best interest of the exhibit as a whole.

Cancellation Of Exhibit Space-Refund

Any notice of cancellation must be in writing. If received on or before Monday, January 2, 2023, 50% of monies paid will be refunded. After January 2, 2023, all payments are nonrefundable and may not be applied to other services.

Exhibitors' Use of Space

In compliance with the official contract, **Exhibitors** agree not to assign, sublet, or apportion space, or any part thereof allotted to them. They agree not to exhibit, advertise, or offer for sale goods other than those manufactured by themselves in the regular course of business. The exception to this rule is when non-proprietary goods

are manufactured outside of the United States and the **Exhibitor** is the sole United States sales representative for the respective goods. The use of materials in any form and/or equipment of non-exhibiting companies is prohibited. **Exhibitors** requiring materials or equipment in their Exhibits, which they do not produce, must confine their selection from participating **Exhibitors**. No **Exhibitor** will be permitted to display, advertise, or offer for sale any used equipment or machinery. No **Exhibitor** will be permitted to have retail sales on the floor.

A verbal warning by **Show Management** will be given once to any **Exhibitor** violating these rules. If the violation continues, **Show Management** reserves the right to confiscate the objectionable material/item for the remainder of the show days, or to authorize the removal of the Exhibit booth from the Exhibit area at the cost of the Exhibiting company, including forfeiture of all charges and fees.

Use of Aisles

The aisles, passageways and overhead spaces remain strictly under the control of Metalcasting Congress. No signs, decorations, banners, advertising matter or special Exhibits will be permitted in the aisles. Uniformed attendants, models, mascots, and other employees must remain in the booth occupied by their employers. All advertising distribution must be made from the **Exhibitor's** booth space and space must be left within an **Exhibitor's** area to accommodate spectators.

Booth Height Limitations

Booth height is an 8'-high back drape with 3'-high division rails. Displays will not be permitted to exceed the 8' back drape height, or 10' depth. Exhibits must be arranged so as not to obstruct the general view or hide other exhibits. Booths are limited to the 8'-high back drape out to one half the depth of the exhibit space. From that point to the aisle, a maximum height of 3' is permitted.

Installation & Dismantling

The Exhibit Hall will be available for **exhibitor** setup on Tuesday, April 25, 2023, from 8 a.m. – 5 p.m.

All displays must be complete and ready for viewing by 9 a.m. on Wednesday, April 26, 2023.

No anchoring is permitted. No nails, staples or bracing wires used in exhibit displays may be attached to property, surfaces, or walls. **Exhibitors** shall not dismantle or carry out any of their exhibit until after Noon, Thursday, April 27, 2023, and all exhibit materials must be clear of the exhibit hall by 5 p.m.

Further details regarding labor, freight, displays, installation, and dismantling are outlined in the **Exhibitor Services Manual**.

Booth package includes carpeting, a reduced rate for additional exhibiting staff, and the following per 10x10 space: one 6' table with table skirt, two chairs, one wastebasket, one identification sign, and two complimentary full registrations. Any additional booth furniture, equipment, electric or lead retrieval can be provided at the expense of the **exhibitor** as ordered through the **Exhibitor Services Manual**.

Failure To Occupy

Any **Exhibitor** failing to occupy by 4 p.m. Tuesday, April 25, 2023, any space contracted for but not cancelled will be obligated for the full cost of the space and is not entitled to any refund or rebate. **Show Management** shall have the right to use said space to suit its own convenience, including selling the space to another **Exhibitor** without any refund, rebate allowance to the defaulting **Exhibitor** and without incurring any obligation of any kind to said defaulting **Exhibitor**. **Show Management** shall have the right to reassign or otherwise use or not use said space to suit its own convenience.

Damage, Loss, or Theft

The **Lessor** shall not be liable for loss or damage to property of the **Exhibitor**, their agents or employees by theft, fire, accident, or other cause. **Exhibitor** further indemnifies and holds harmless the **Lessors**, their agents and representative for any damage or injury to persons or property from any cause by reason of use or occupancy of exhibit space or participation in Metalcasting Congress.

Care of Building

No **Exhibitor** may allow any article to be brought onto, nor permit any act to be done on, the premises that will vitiate or increase insurance premiums held by either Show or Convention Hall Management. No **Exhibitor** may permit any act by its employees by reason of which the premises shall in any manner be marred or defaced.

Exhibitors must surrender space occupied in the same condition as at the time of occupation. Any damage done to the premises by the **Exhibitor** shall be made good to either AFS or the building owners, as their interests may appear.

Insurance

All property of an **Exhibitor** is understood to remain under the **Exhibitor's** custody and control during transit to and from or within the confines of the exposition hall and is subject to the **Rules and Regulations** of the exposition. **Exhibitors** are advised to carry floater insurance to cover Exhibit material against damage and loss, and public liability insurance against injury to the person and property of others.

Exhibit Hours

Wednesday, April 26, 2023, 9 a.m. – 6 p.m.
(Exhibit Floor Reception 4:30 p.m. – 6 p.m.)

Thursday, April 27, 2023, 9 a.m. – Noon
(Exhibit Floor Breakfast 9 a.m.)

Canvassing, Souvenirs, & Novelties

Canvassing in Exhibit halls, registration, or lobby areas is strictly forbidden. Canvassing is defined as attempting to generate business interest or leads outside of ones' own purchased and staffed Exhibit. Distribution of advertising novelties unrelated to the industry will be discouraged. Souvenirs, in good taste, will be permitted for distribution, but only within individual Exhibit booths. Admissible souvenirs for this purpose should bear some relationship to the event or purposes of the host organizations. Plastic literature bags may be given away provided they conform to the above rules and do not become objectionable litter. Balloons are only allowed when anchored to an Exhibit. Absolutely no helium balloons are permitted for sale or giveaway. **Exhibitor** will be responsible for cost of retrieving untethered balloons. Glitter is prohibited as is pressure-adhesive stickers or decals or similar promotional items. Gum should not be used as a decoration or given away to attendees. Special plans for unusual Exhibit activities should be approved by **Show Management** well in advance in order to avoid misunderstandings. Undignified methods of attracting attention will not be permitted, including objectionable games, lotteries, flashing lights, etc.

Prize Drawings/Giveaways

Exhibitors conducting prize drawings valued at over \$1,500 USD must have applicable city and state licenses. All activity must be within the confines of the **Exhibitor's** booth. Crowding of aisles is a safety hazard and **Exhibitors** may be restricted from hosting prize drawings. No announcements will be made over the public address system. **Exhibitors** may not hold drawings where attendees "must be present" to win.

Sound Devices & Motion Pictures

The use of sound devices, megaphones, loudspeakers, etc. is prohibited. Audiovisual and virtual reality presentations are permitted if they are not operating to the detriment of a neighboring **Exhibitor** and conform to union regulations. **Exhibitors** will not be allowed to project images onto aisles, ceilings, walls, or any other space outside their booth.

Photographs & Videotaping

The taking of photographs and/or video recording is permitted within the Exhibit hall provided the subjects being photographed or video-taped have given consent. If an objection is raised, you will be asked to discontinue immediately. **Show Management** reserves the right to limit photo/video access when considered inappropriate. The **American Foundry Society** reserves the right to any audio and video reproduction of any part of the Metalcasting Congress. Recordings (audio, video, still photography, etc.) intended for personal use, distribution, publication or copyright without the express written consent of the association and the individual authors or **Exhibitors** are strictly prohibited

Copyrighted Materials

Exhibitor agrees and warrants that it shall not violate any copyrights, with respect to writings, music or otherwise, at the show or at any function which is part of, affiliated with or held in conjunction with the show, and the **Exhibitor** assumes sole liability and responsibility for their use or display of any copyrighted materials at the Show and shall obtain any and all necessary licenses from copyright owners. **Exhibitor** shall indemnify and hold harmless Exhibit hall, **Show Management** and Metalcasting Congress their agents and employees, from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, cost or expenses, of whatever kind and nature, including judgments, interest and attorney's fees which any one and/or each of them shall or may at any time, or from time to time, subsequent to the date of the show, sustain or incur, or become subject to, involving, with respect to or relating to **Exhibitor's** breach of any of its warranties and representations contained herein or the performance, transmission or other use of any copyrighted materials at the show or any function which is part of or affiliated with or taking place at the time of or in conjunction with the show.

Food & Beverage Service

The serving of alcoholic beverages or distribution of popcorn by **Exhibitors** in any part of the Exhibit area is strictly prohibited. Food services must be supplied by the facility.

Age Restrictions

Move-in and move-out periods present particular dangers on the Exhibit floor. No one under the age of 16 is permitted on the exhibit floor at any time.

Violation of Rules And Regulations

Violations of these **Rules and Regulations** as well as those published in the **Exhibitor Service Manual** will afford **Show Management** the right to execute one or more of the following remedies: 1) The **Exhibitor** may be prohibited from exhibiting at the current year's exposition and will forfeit all booth payments. 2) The **Exhibitor** may be prohibited from exhibiting at the following year's Show. The imposition of one or more of these remedies by **Show Management** shall not in any way limit available remedies provided in other provisions of this Contract or by law.

Event Continuity

If the event is cancelled for any reason and not replaced with a virtual event during a similar time period, **Exhibitor** will be entitled to a full refund. If the event is converted to a virtual format during largely the same time period, **Exhibitor** will be afforded the opportunity to exhibit virtually under separate **Rules and Regulations**. Should **Exhibitor** choose not to exhibit in the virtual event, the **Exhibitor** will be entitled to a full refund less a \$150 U.S. processing fee.

General

Show Management reserves the right to restrict Exhibits that it, in its sole judgment deems objectionable. This includes persons, comments, things, conduct, printed or handwritten matter, online comments or anything of a character that is deemed objectionable by the host organization. In emergencies and wherever the foregoing rules do not cover, **Show Management** reserves the right to have full power in the interpretation and enforcement of all contract regulations contained herein, and the power to make such amendments thereto, and such further **Rules and Regulations** as shall be considered necessary for proper conduct of the Exhibition. **Exhibitors** shall comply with all relevant local, state and federal ordinances, regulations and codes including fire, safety and health regulations and the American with Disabilities Act, together with the **Rules and Regulations** of the hotel and convention center. If the trade show is cancelled due to circumstances beyond the control of AFS or the hosting properties, **Show Management** has no liability to the **exhibitor** except to refund payment received less a pro-rated share of the tradeshow expenses incurred. AFS does not endorse any products or services promoted at this tradeshow.

Indemnification

Exhibitor will indemnify, defend and hold AFS, its members, directors, officers, employees, representatives and agents and Show Management, harmless from and against any and all claims, liabilities, losses and damages arising out of or relating to the acts or omissions of **Exhibitor**, its employees, agents and representatives including, without limitation, the negligence, willful misconduct, and/or violation of any of these Official **Rules and Regulations** or applicable law by **Exhibitor**, its employees, agents and representatives during the event.

Event Cancellation

Should the Exposition be canceled due to events beyond the control of the **Lessor**, including but not limited to acts of God, war, including armed conflict, strikes or labor disputes, disease (examples: COVID -19, SARS, bird flu, Legionnaires), government regulation or advisory (travel bans), destruction of exhibit facility, civil disturbance, terrorist attacks or threats of terrorism in the city which the event is located, natural disasters, curtailment of transportation either in the city or in the countries/states of origin of the attendees, which prevents at least 40% of the attendees from arriving for the first scheduled day of the event or any other cause beyond the **Lessor's** control, make it impracticable, illegal, or impossible to perform as originally contracted under this Agreement, the **Lessor** may terminate this Agreement, without liability, except to refund monies received less a pro-rated share of Exposition expenses incurred, upon written notice. Should **Lessor** elect to cancel the Exposition, **Lessor's** liability to **Exhibitor** shall be the refund of any payments for booth space received. **Lessor** shall not be liable for any consequential damages which may arise from such cancellation.

Exhibit Hall Information

Huntington Convention Center
300 Lakeside Avenue E
Cleveland, OH 44113

Tel: 216-928-1600

For More Information

Contact us at **847-824-0181** or exhibits@metalcastingcongress.org.