

2006 LEASING MALL RULES & REGULATIONS

Please note: New this year the Exhibitor Service Manual will no longer be available in hardcopy form, a folder containing the manual on CD will be mailed to you.

1. DEFAULT IN OCCUPANCY

Any exhibitor failing to occupy contracted space is not relieved of the obligation of paying the full rental of such space. If not paid for or occupied by the time set, such space may be possessed by ICSC and reallocated or assigned for such purpose as it may see fit.

2. ELIGIBLE EXHIBITS

ICSC has the sole right to determine the eligibility of any company for inclusion in the Leasing Mall.

3. SUBLEASING

The exhibitor is prohibited from subleasing their space. All cancelled space returns to ICSC for reassignment.

4. SHARED SPACE

Any company planning to share space must notify ICSC in writing. Space cannot be shared without permission from ICSC.

5. INSURANCE AND LIABILITY

Exhibitor shall obtain general liability and fire insurance at the exhibitor's own cost and expense. ICSC, the Las Vegas Convention Center and GES Exposition Services must be named as coinsured with limits of liability of at least \$1,000,000 combined single limits including bodily injury, property damage, fire and theft. Proof of such coverage shall be furnished to ICSC no later than **April 12, 2006**. This proof shall include:

- A. Certificate of Insurance - Independent Contractors Liability Insurance covering workman's compensation and property damage of not less than \$1,000,000 combined single limits naming ICSC, the Las Vegas Convention Center, and GES Exposition Services as coinsured.

Addresses:

International Council of Shopping Centers

1221 Avenue of the Americas, 41st Floor
New York, NY 10020
Fax: 732.694.1755

Las Vegas Convention Center

3150 Paradise Road
Las Vegas, NV 89102

GES Exposition Services

7000 Lindell Road
Las Vegas, NV 89118
Fax: 702.515.5592

- B. A letter, on the exhibitor's letterhead, authorizing the independent contractor.

ICSC assumes no risk and by acceptance of this Agreement the exhibitor expressly releases ICSC from any and all liability for personal and property damages, loss of goods by fire, theft or destruction and from any injury to himself or employees while in the Trade Exposition. Exhibitor agrees to hold ICSC, the LVCC and GES harmless for damage to the exhibitor from any cause whatsoever or from any action of any nature by ICSC including damage to his business by reason or failure to provide space for him to occupy, or, for failure to hold the Trade Exposition as scheduled, except as provided herein. Exhibitor further agrees to indemnify and hold ICSC harmless from all liability

arising from the acts of the exhibitor, its employees, and agents. It is understood that you will indemnify and hold ICSC, the LVCC, and GES harmless for any and all claims of loss, injury or damage to persons or property arising out of the activities of the on-site independent design firm.

6. DAMAGE TO PROPERTY

Exhibitor is liable for any damage caused by him or his representatives to building floor, walls, columns, equipment, or to the property of other exhibitors. Nothing shall be tacked, nailed, screwed, or otherwise attached to GEM walls, columns, walls or floors of the exhibit hall. Nothing shall be done that will in any way mar or deface the Las Vegas Convention Center.

7. DISMANTLING

Exhibitor's property must be removed by the exhibitor from the premises no later than 6:00 P.M. on Friday, May 26, 2006. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove the exhibitor's property from the Leasing Mall before conclusion of the dismantling period as specified by ICSC.

8. DECORATIONS

ICSC shall have full discretion and authorization in the placing, arrangements, and appearance of all items displayed by exhibitors and may require the replacing, rearrangement, or redecorating of any sign or of any area which the ICSC deems inconsistent with the principal purpose of Leasing Mall or inappropriate for any reason. No liability shall attach to ICSC for costs that may devolve upon the exhibitor thereby.

9. FAILURE TO CONDUCT LEASING MALL

Should any contingency prevent holding the Leasing Mall, including but not limited to acts of terrorism (domestic or foreign), this lease shall be terminated, and the exhibitor waives any claim for damages or compensation, and neither party shall have any further obligations as against the other, except that ICSC shall refund to the exhibitor the amounts paid under this Agreement, less a pro rate share of ICSC's actual expenses incurred in connection with said Leasing Mall. Expenses are to be determined on the basis of the number of square feet of floor space assigned to all other exhibitors at the Leasing Mall under similar contracts at ICSC.

10. EXHIBIT REGULATIONS

Exhibit and exhibit materials may not exceed the standard 10'-0" height restriction within the leasing area as designated by the lease line. (Due to their own special conditions, Leasing Suite and Public Sector exhibits have specific criteria that must be followed.) The only area in which the standard 10'-0" height restriction rules can be broken is in the first 4'-0" of the exhibit on any side that is open to an aisle (4'-0" Deep Design Control Area). This means that within this 4'-0" area the exhibit can rise to 16'-0". ICSC does request that all exhibitors keep exhibits to 14'-0" in height within the 4'-0" Deep Design Control Area when near any demising wall that divides an exhibit from its neighboring exhibits. A consideration for waiver of said regulations must be made in writing to ICSC and Development Design Group with full explanations.

A. No signs, decorations, advertising matter or special exhibits are permitted outside of the lease line.

B. The use of pipe and drape is not permitted. This is a hard wall show.

C. Only printed materials that are produced by the exhibitor and are intended for the exclusive use of the exhibitor's business development are permitted to be displayed and/or distributed within the exhibitor's leased space. All other non-company related printed materials are prohibited from being displayed or distributed from the exhibitor's leased space.

- D. Samples, souvenirs, company literature, etc. may be distributed by the exhibitor only from within the assigned area. The distribution of any article that interferes with activities or obstructs access to neighboring areas, or that impedes aisles, is prohibited.
- E. Noisy or obstructive work **will not** be permitted during open hours of the Leasing Mall, nor will noisily operating displays, or exhibits producing objectionable odors, be allowed.
- F. Voice, music or other sound amplifications in the Exhibition Area which carries beyond the limits and confines of the individual exhibitor's space is prohibited. Exhibitors should not operate noise devices such as motion picture projectors, radios, televisions, musical instruments, video games or other noise producing equipment in such a manner that will disturb adjacent exhibitors and their clients.
- G. No adhesive backed (stick-on) decals or similar items may be used or distributed in the building.
- H. No animated or moving lights are allowed outside of an exhibitor's lease line. Any animated lights within a leased area, must be approved by ICSC and DDG. These items must be specifically approved in writing and should be a separate submission from the Design Submission.
- I. No flammable fluids, or materials of any nature, including decorative materials, use of which is prohibited by national, state or city fire regulations, may be used in any area.
- J. Any activity that results in excess obstruction of aisles or prevents ready access to nearby exhibitors' area shall be suspended for any periods specified by ICSC.
- K. If you are intending to use music (live or recorded) the exhibitor shall obtain all performing rights for such music from authorizing associations or other appropriate persons and the exhibitor shall indemnify ICSC and hold it harmless from any and all liability (including without limitations attorney's fees) incurred by ICSC with respect to the performance of music by the exhibitor.
- L. Special Electrical, Gas or Water Service, etc. – These as well as other special services needed by individual exhibitors, are provided only when the exhibitor orders and agrees to pay for them specially from the authorized service contractor to supply such service in conformity with city, insurance and other requirements.
- M. Hard walls must be a minimum of 9 inches from the exhibit line for access to electrical. For more information, please refer to the Exhibitor Service Manual CD.
- N. All displays must be finished on all visible sides and all wiring must be concealed.

11. TWO-STORY EXHIBITS

- A. No new two-story exhibits are allowed
- B. Exhibitors with existing two-story exhibits were grandfathered in 1999 and were relocated around the perimeter of the halls. Exhibitors should send plans of existing two story exhibits from 2000 to:

Development Design Group, Inc.

Attn: Valerie Cataffa
3700 O'Donnell Street
Baltimore, MD 21224

12. LABOR

A. Official Contractor

GES is the official labor contractor. Please see the Labor-Installation and Dismantling order form for your labor requirements.

B. Exclusive Contractors

For insurance, safety, and security purposes the following will be provided only when the exhibitor orders and agrees to pay for them from the firms authorized to provide such services listed on the Exhibitor Service Manual CD:

- Drayage
- Electrical
- Cleaning
- Utilities
- Catering
- and other special services as needed

C. Gratuities

Labor is adequately paid and exhibitors are requested not to give tips or additional payments. Any demands for such payments should be promptly reported to Show Management.

D. Union Jurisdictions

Exhibitors may set up their own exhibits using full-time company employees provided that mechanical equipment (drills, saws, wrenches, etc.) are not used. Any labor requiring mechanical equipment must be performed by union teamsters. All work performed by exhibitors must be within the confines of their exhibit.

13. HOSPITALITY SUITES

All suites must be approved by ICSC. Hospitality Suites can operate only during Leasing Mall hours. Hospitality Suites cannot operate during educational sessions.

14. BANKRUPTCY, INSOLVENCY, ETC.

If the exhibitor should become bankrupt or insolent or file any debtor's proceedings, or take or have taken against the exhibitor in any Court a petition in bankruptcy or insolvency or for reorganization or for appointment of a receiver or trustee, or if exhibitor makes an assignment for the benefit of creditors or petitions or enters into an arrangement or suffers this Agreement or be taken under any writ of execution or attachment, or if, by law or otherwise, this Agreement shall pass to or devolve upon one other than the exhibitor, then, in any one or more such events, ICSC reserves the right and option, at any time prior to the opening of Leasing Mall to cancel this agreement upon giving the exhibitor a five-day written notice; and in such case the ICSC shall retain as and for liquidated damages the payments made by the exhibitor hereunder.

15. COMPLIANCE WITH LOCAL LAWS

Exhibitor and his representatives will at all times comply with all state and local laws and ordinances.

16. AMENDMENT TO RULES

Matter not specifically covered by the preceding rules shall be subject solely to the decision of ICSC. These rules may be amended at any time by ICSC, and all amendments so made shall be binding on exhibitor equally with the foregoing rules and regulations.

17. CARPET

Exhibit and aisle carpet will be supplied by ICSC (exhibit carpet will be light gray, aisle carpet will be blue). Exhibitors intending to use carpet other than that supplied by ICSC must notify GES of their intent by **April 6, 2006**. The carpet must be shipped in advance, clearly marked and separate from display freight. Exhibitor-supplied carpeting must cover the entire exhibit

space area. No partial coverage will be allowed. Exhibitor is responsible for damage caused to carpet.

18. HANGING SIGNS

No hanging signs or decorations are permitted. All elements must be within the height restrictions as described in Rule 10.

19. FIRE AND SAFETY REGULATIONS

- A. Smoke detectors and fire extinguishers will be required of all exhibitors who have displays in a closed exhibit room area.
- B. All fire hose racks, fire extinguishers and emergency exits must be visible and accessible at all times. Exhibit spaces that contain LVCC columns having designated fire extinguisher locations should supply an extra fire extinguisher to prevent any on-site accessibility issues that the LVCC Fire Marshal deems as a potential "in case of emergency" problem. For LVCC Fire & Safety Regulations, please go to:
http://www.lvcva.com/meetings/safety_regulations.html
- C. Some Halogen bulbs are prohibited from being utilized in exhibits. For more information on the LVCC's regulations, please go to:
http://www.lvcva.com/meetings/halogen_restrictions.html

20. CLEANING

Nightly vacuuming of exhibit space carpet and emptying wastebaskets that have been placed by the aisles are included in the cost of exhibit space at the Leasing Mall. This service will begin on Sunday, May 21 through Tuesday, May 23, 2006. All work is performed each evening at the close of the show. Any exhibitors wishing continuous cleaning service may order such service from the official cleaning contractor only. All exhibits are subject to an on-site inspection. If your exhibit does not meet the ICSC criteria and corrections need to be made, all costs incurred due to changes will be the exhibitor's responsibility. Refer to your Exhibitor Service Manual CD for the Cleaning Order Form and a rate schedule.

21. SECURITY

In addition to the permanent Las Vegas Convention Center security, ICSC will have security guards posted on a 24-hour basis beginning on Saturday, May 20 through Wednesday, May 23, 2006. It is recommended that small, portable items be properly secured or removed from the floor daily after show hours. ICSC, the security company, GES and the Las Vegas Convention Center are not responsible for lost or stolen items.

22. AGREEMENT

- A. Exhibitor, for himself and his employees, agrees to abide by the foregoing rules and by amendments that may be put into effect by ICSC.
- B. The signed Lease constitutes an understanding and obligation by the exhibitor to abide by the aforementioned rules and regulations.