

ICSC RECon 2009

LEASING MALL RULES AND REGULATIONS

Please note: The Exhibitor Service Manual will be available on the [RECon 2009 Exhibitor webpage](#) on February 20, 2009.

1. DEFAULT IN OCCUPANCY

Any Exhibitor failing to occupy contracted space is not relieved of the obligation of paying the full rental value of such space. If not paid for or occupied by the time set, such space may be repossessed 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. SUBLICENSING

The Exhibitor is prohibited from sublicensing its space. All cancelled space reverts to ICSC for reassignment.

4. SHARED SPACE

Any company planning to share space must notify ICSC in advance 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 \$5,000,000 combined single limits including bodily injury, property damage, fire and theft. Proof of such coverage shall be furnished to ICSC no later than **Thursday, April 2, 2009**. 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 89109

GES Exposition Services

7000 Lindell Road
Las Vegas, NV 89119
Fax: 866.329.1437

- 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 Leasing Mall. 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 its business by reason or failure to provide space for it to occupy, or, for failure to hold the Leasing Mall 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 exhibition hall. Nothing shall be done that will in any way mar or deface the Las Vegas Convention Center. Exhibitors will be held responsible for any damage (e.g., caused by paint, drywall debris, masonry debris, etc.) to convention center, ICSC supplied walls and carpet, aisle carpet, or to other exhibits.

7. DISMANTLING

Exhibitor's property must be removed by the Exhibitor from the premises no later than 6:00pm on Friday, May 22, 2009. 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. EARLY TEAR-DOWN/ABANDONMENT OF EXHIBIT

The Leasing Mall officially closes at 5:00pm on Wednesday, May 20, 2009. It is not permitted to abandon or dismantle your exhibit prior to 5:00pm on Wednesday, May 20, 2009. No materials may be removed on Wednesday, May 20, 2009 prior to 5:00pm. Violation of this regulation is a material breach of the License Agreement. ICSC reserves the right to deny future space requests to exhibitors who breach this regulation.

9. 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.

10. 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 License Agreement 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 rata 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.

11. LEASING MALL HALL ENTRY

Photo-ID convention badges are required in order to enter the exhibition hall during show hours and must be worn at all times within the hall. A company badge may be worn in addition to the ICSC badge, **but not instead of the official show badge.**

12. AGE REQUIREMENTS

For safety and security, no one under the age of 16 is permitted on the exhibit floor during move-in and move-out.

13. EXHIBIT REGULATIONS

Exhibit and exhibit materials may not exceed the standard 10'-0" height restriction within the leasing area as designated by the licensed area border line. (Due to their own special conditions 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 no later than **12:00 pm EST on February 13, 2009** with full explanations. Please see the [ICSC RECon 2009 Leasing Mall Exhibit Design Criteria](#) for more details and for complete Exhibit Design Submission requirements.

- A. No signs, decorations, advertising matter or special exhibits are permitted outside of the perimeter of the licensed area.
- 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 licensed space. All other non-company related printed materials are prohibited from being displayed or distributed from the Exhibitor's licensed 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. All speakers must face inward and not out towards the aisles. Audio equipment is prohibited on demising walls.

- G. 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.
- H. No animated or moving lights are allowed outside of an Exhibitor's lease line. Lighting that spins, rotates, and pulsates and other specialized lighting effects should not interfere with neighboring Exhibitors or otherwise detract from the general atmosphere of the show. Any animated lights within a leased area, must be approved by ICSC and Development Design Group. These items must be specifically approved in writing and should be a separate submission from the Design Submission.
- I. 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.
- J. No stickers or any type are allowed on property. No "stick-on" decals or other similar adhesive backed promotional items may be used or distributed in the exhibit facilities. Any damage to the show locations caused by such unauthorized giveaways will be paid for by the party responsible.
- K. No balloons of any type are permitted.
- L. Flammable fluids (thinners, solvents and paints including aerosol cans) or materials of any nature, including decorative materials, are strictly prohibited within the building. Water-based or latex paints are acceptable.
- M. Crates and boxes may not be stored within exhibit space.
- N. No Segways, bicycles, rollerblades, skateboards, scooters or similar devices are permitted on the show floor during show hours.
- O. 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.
- P. Hard walls must be a minimum of 9 inches from the exhibit line for access to electrical and 9 inches from any LVCC building column (18 inches for South Hall Columns). For more information, please refer to the Exhibitor Service Manual, which can be found online.
- Q. All displays must be finished on all visible sides and all wiring must be concealed.
- R. All extension cords that run under the carpet or flooring must be provided and installed by the exclusive electrical provider. All extension cords taped to the top of any carpet or flooring within exhibit space must be supplied and installed by the exclusive electrical provider. All wiring utilized for exhibit work must have a 3-wire grounded cord with a minimum of #14 gauge. The use of clip-on sign sockets, latex or lamp cord wire in displays, or the use of zip cords and two-wire fixtures is prohibited.
- S. Use of any animal to appear in an exhibit must be submitted in writing to ICSC for approval. Once approved, LVCC guidelines for animal use must be followed. Please see page 9 of the [LVCC Building User Manual](#) for more information.

14. **TWO-STORY EXHIBITS**

Two-story exhibits are prohibited.

15. **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 in the online Exhibitor Service Manual.

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

C. Exhibitor Appointed Contractors

Exhibitors may hire outside contractors to provide services that are not exclusive such as installation and dismantling of your display and carpentry work. Exhibitors using contractors other than GES Exposition Services, the official service contractor, must notify Show Management by **Friday, April 10, 2009** and GES Exposition Services by **Wednesday, April 22, 2009**.

Exhibitor Appointed Contractors must obtain appropriate badges from the Exhibitor. During move-in and move-out, installer badges are valid. **During show hours, Exhibitor must provide Leasing Mall staff badges from their allotment.**

EACs must set up their work areas within the confines of the Exhibitor's leased space, not in the aisles or along the facility perimeter areas. These areas are for the use of the facility and official services contractor, GES.

D. 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.

E. 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.

F. Hand Carried Items

Exhibitors may hand carry items into the hall for a maximum of (1) trip. Use of dollies or other wheeled devices/equipment is not permitted.



16. CATERING EQUIPMENT

Steam carts, food trolleys, china, utensils and other catering equipment are not allowed to be staged in the Leasing Mall aisles. All food service and utilities must be located within the Exhibitor's booth. Additionally, used and dirty items must not be located at the entrance or within sight of the perimeter of any booth.

17. BANKRUPTCY, INSOLVENCY, ETC.

If the Exhibitor should become bankrupt or insolvent 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 or 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 to 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 ICSC shall retain as and for liquidated damages the payments made by the Exhibitor hereunder.

18. COMPLIANCE WITH LOCAL LAWS

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

19. GIVE-AWAYS/CONTESTS

Please note that contests and giveaway laws/regulation vary from state to state and can often have particular requirements (e.g., payment of taxes, age limitations, etc.). We suggest that you consult your legal counsel to ensure that your give-away/contest, if any, adheres to Nevada State Lottery Laws and contest rules.

20. ADA COMPLIANCE

The American with Disabilities Act (ADA) applies to events such as the ICSC Spring Convention. The ADA requires that convention facility and services are accessible to those with disabilities. Be sure when planning your exhibit that you take into consideration those with disabilities (e.g., wheelchairs, hearing impairments, etc.). All exhibitors must comply with ADA requirements and may be subject to penalties for failure to do so. Necessary compliance efforts may differ with the nature of the exhibit so please consult your own attorney regarding these requirements or contact the ADA Information line at 800.514.0301 or <http://www.usdoj.gov/crt/ada/infoline.htm>. Because the ADA is very complex, ICSC Staff cannot provide guidance in this matter.

21. EXHIBITOR FREIGHT

To ensure prompt and uncomplicated delivery of freight, MAKE SURE ALL CRATES AND SHIPMENTS ARE LABELED WITH THE **FULL** EXHIBIT ADDRESS AS ICSC HAS ASSIGNED AND CONFIRMED IN WRITING PER THE LICENSE AGREEMENT.

22. CARPET

Exhibit and aisle carpet will be supplied by ICSC (exhibit carpet will be light gray, aisle carpet will be pepper). Exhibitors intending to use carpet other than that supplied by ICSC must notify GES of their intent by **April 2, 2009**. 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. ICSC-supplied booth carpet must not be covered by Exhibitor-supplied carpet. Exhibitor is responsible for damage caused to booth and aisle carpet.

23. CLEAN FLOOR POLICY

ICSC has a clean floor policy. **All crates must be labeled "EMPTY" for removal by 6:00pm on Saturday, May 16, 2009.** Crates not labeled "EMPTY" at this time will be removed regardless of status. All aisles must be 100% clear of product, ladders, gang boxes, personal electronic carts or any other items that may impede the installation of aisle carpet by **6:00pm on Sunday, May 17, 2009.**

24. HANGING SIGNS

No hanging signs or decorations are permitted. All elements must be within the height restrictions as described in Rule #13.

25. 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. Smoking is prohibited in the Las Vegas Convention Center.

C. All fire hose racks, fire extinguishers and emergency exits must be visible and accessible at all times. Additional signage indicating fire equipment location(s) will be necessary, along with accessibility being maintained at all time. It is recommended that exhibitors whose exhibit space contains a designated LVCC fire extinguisher location (on LVCC building columns) should supply their own supplemental fire extinguisher to prevent any on-site accessibility issues that the LVCC Fire Marshal deems as a potential "in case of emergency" problem.

D. Some Halogen bulbs are prohibited from being utilized in exhibits as described in the Exhibitor Manual.

E. All table skirting/coverings, decorations and materials must be flame proofed in accordance with the local fire codes. Materials may be inspected and/or tested by the Fire Marshal at any time. The use of decorations incapable of being flame proofed is not permitted.

F. Representatives of the fire department will inspect the exhibit hall prior to and following the opening of the show. It is important that Exhibitors immediately correct any cited violations. Should such violations not be corrected, Show Management reserves the right to take whatever action is necessary to alleviate the condition as an agent for and at the expense of, the Exhibitor.

G. For more information on these regulations and other important information regarding use of the LVCC facility, please review the:

**GES Kit – service and supply regulations, and
[LVCC Building Users Manual.](#)**

26. CLEANING

First night (Sunday, May 17) 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. Any exhibitors wishing continuous cleaning service on Monday, May 18th & Tuesday, May 19th 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 online for the Cleaning Order Form and a rate schedule.

27. SECURITY

In addition to the permanent Las Vegas Convention Center security force, ICSC will have security guards posted on a 24-hour basis beginning on **Saturday, May 16 through Wednesday, May 20, 2009.** It is recommended that small, portable items including but not limited to: handbags, laptops, cell phones, etc., 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.

28. FOOD & BEVERAGE

No food or beverage, including marketing giveaways, is permitted to be brought into the Las Vegas Convention Center without the express consent of the official food and beverage provider. Exhibitors at the Convention Center should call ARAMARK at 702.943.6910 for more information on how they can provide food & beverage items for you at the LVCC. Please note that there may be a corkage fee assessed for all food & beverages brought into the facility.

29. AGREEMENT

- A. Exhibitor, for itself and its employees, agrees to abide by the foregoing Rules & Regulations and by amendments that may be put into effect from time to time by ICSC.
- B. This signed License Agreement constitutes an understanding and obligation by the Exhibitor to abide by the aforementioned Rules & Regulations.

30. AMENDMENT TO RULES

Matters 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.

31. EXHIBITOR IDENTIFICATION SIGNS

Those exhibitors who require an ICSC Exhibit Identification Sign will be responsible for ordering and payment for such signs. For more information about Exhibitor Identification Signs including sign size, installation location and restrictions, please see Section #7 in the [ICSC RECon 2009 Leasing Mall Exhibit Design Criteria](#).

32. VIOLATIONS

ICSC Floor Managers will patrol the show floor during show set-up, during show hours and during show tear-down. If any of the Rules & Regulations are not followed or if an exhibit does not comply with the Leasing Mall Design Criteria, ICSC Staff may issue the Exhibitor a formal Violation. Formal Violations will be included in the Exhibitor's file with ICSC.

- A. **First Violation:** Warning
- B. **Second Violation** (repeat Violation or new Violation): Loss of Staff Badge Allotment
- C. **Third Violation** (repeat Violation or new Violation): Loss of Exhibit Space

The above notwithstanding, the early tear-down or failure to remain open for business shall constitute a material breach of the License Agreement as stated in Section 8 above.