



Automation Fair[®]

2022 Rules and Regulations for Exhibit Space Rental

AUTOMATION FAIR BYLAWS

- I. Exhibitor must be an eligible partner from within the Rockwell Automation PartnerNetwork™ (Technology Partners, Digital Partners, System Integrator Partners, Global Systems Integrator (GSI) Partners and OEM Partners). Manufacturers' representatives or distributors of the exhibiting partner are not permitted to exhibit without prior approval by Rockwell Automation partner program management. Additionally, trade press, universities and other organizations with close affiliation to Rockwell Automation may exhibit with prior approval by Exposition Management. The term "Exhibitor" will be defined as any eligible partner or other party approved in advance by Exposition Management to exhibit at the Automation Fair.
- II. All exhibitor royalties, exhibit membership, license fees and, as may be required under the applicable Rockwell Automation partner program, must be paid in full, all required information (including quarterly reports) must be provided, and the Exhibitor must be in good standing prior to exhibiting at the Automation Fair.
- III. This is a Rockwell Automation-sponsored event; therefore, it is required that Rockwell Automation equipment will be prominently displayed. No exhibit shall include or promote products outside of Allen-Bradley, Rockwell Software, or Technology Partner Program referenced products. Exposition Management must approve any exceptions prior to Automation Fair. Please refer to the PartnerNetwork Exhibitor Guidelines for more details.

Note: Prior to the opening of Automation Fair, partner booths will be reviewed for appropriate content. We ask for your cooperation in making any changes on site if conflicts arise.
- IV. Scheduling of any hospitality function or other exhibitor-sponsored, distributor-sponsored or sales office-sponsored events during show hours is strictly prohibited. Events before or after show hours are acceptable and encouraged.

NOT WITHSTANDING THESE BYLAWS, ROCKWELL AUTOMATION AND ITS EXPOSITION MANAGEMENT RESERVES THE RIGHT, FOR ANY REASON, TO REFUSE ADMISSION TO, OR PARTICIPATION BY, ANY PARTY OR PRODUCT, OR TO REQUIRE THAT ANY PARTICIPATING PARTY CEASE EXHIBITING ANY PRODUCT DURING THE AUTOMATION FAIR EVENT, INCLUDING THE CLOSING OR REMOVAL OF THE EXHIBITOR'S ENTIRE DISPLAY. ROCKWELL AUTOMATION ALSO RESERVES THE RIGHT TO DENY ADMISSION TO, OR TO REQUIRE THE REMOVAL FROM THE AUTOMATION FAIR EVENT OF ANY INDIVIDUAL, AS IT MAY DEEM NECESSARY IN ITS SOLE DISCRETION.

1. SHOW MANAGEMENT

Automation Fair is produced by, and is the property of, Rockwell Automation, Inc. ("Rockwell Automation"). The word "Exposition Management" or "Management" will be defined as Rockwell Automation, Inc. or its designated agents, committees, or employees.

2. LOCATION OF AUTOMATION FAIR 2022

McCormick Place Convention Center – Chicago, Illinois

McCormick Place Convention Center West
2301 S. Lake Shore Drive
Chicago, IL 60616

3. ASSIGNMENT OF EXHIBIT SPACE

Space will be assigned by Exposition Management in accordance with the policy announced at the time display space is offered for reservation. Management reserves the right to relocate display areas for the benefit of the Exhibitor or for the betterment of the Automation Fair.

4. LEASE FEES FOR EXHIBIT SPACE

All deposits and payments must be paid on time and in full according to the following schedules:

- a) Any booth orders placed online before June 1st, 2022, will require at least 50% of full payment due when display space is requested. Exhibitors will have the option to pay the entire balance in one payment.
- b) The final 50% balance is due by July 1st, 2022.
- c) **Any booth orders placed online after June 1st, 2022, will require 100% of full payment due when display space is requested.**

5. CANCELLATION OR REDUCTION OF EXHIBIT SPACE

- a) The application for booth space must be accompanied by a minimum 50% deposit. Booth space applications without required payment or payment arrangements will delay booth space assignment.
- b) After booth space has been confirmed, a reduction in space will be governed by the same policies as outlined below. Reduction in booth space can result in the relocation of booth space at the discretion of Exposition Management.
- c) Should an Exhibitor cancel their participation from Automation Fair, the following shall apply:
 - 1) If an Exhibitor cancels because of coronavirus concerns more than one-hundred twenty (120) days prior to the opening day of the Automation Fair, Rockwell Automation will provide a full refund.

- 2) If an Exhibitor cancels or reduces space from one-hundred twenty (120) days to seventy-five (75) days prior to the opening day of Automation Fair, the Exhibitor will be assessed a cancellation or reduction charge equal to 50% of the cost of the original cancelled or reduced space cost.
- 3) If an Exhibitor cancels space within seventy-five (75) days prior to the opening day of Automation Fair, the Exhibitor will be assessed a cancellation charge equal to 100% of the original booth space cost. If an Exhibitor reduces the size of their space within seventy-five (75) days prior to the opening day of Automation Fair, a reduction charge of 50% of the original contracted booth space cost will be assessed. Reduced space within seventy-five (75) days is not guaranteed and will be based on availability. No space reductions are allowed fifty (50) days prior to the event.
- 4) If an Exhibitor cancels with an outstanding balance due, the Exhibitor remains responsible for the entire balance due, plus reasonable attorney's fees to collect if applicable. Exhibitors will not be permitted to participate in future Rockwell Automation events until all outstanding balances have been paid.

6. USE OF EXHIBIT SPACE

- a) In the event the Exhibitor's displays are not installed as of two (2) hours prior to the time set for opening the Automation Fair, or Exhibitor fails to comply with any provisions concerning the use of display space, Management will have the right to take possession of said space and resell the space, or any part thereof, with the original Exhibitor remaining liable for the full, applicable cancellation or reduction penalties as stated in Section 5 of these Rules and Regulations.
- b) All booth equipment, product samples, demonstrations and distribution of circular or promotional material must be confined to within the physical limits of the Exhibitor's booth. **No posting or circulation of material will be permitted outside the Exhibitor's booth.**
- c) No Exhibitor will assign, sublet or share the space assigned to them without the advance approval of the Exposition Management. Exhibitors who plan to use manufacturer's representatives or distributors to staff their booths during the show must provide third party company names to their partner program management for prior approval.
- d) Exhibitors must only display products or services that are manufactured or sold by them in their regular course of business, unless otherwise approved by Exposition Management. Any products displayed that are not from Rockwell Automation or referenced in the PartnerNetwork program must be approved by partner program management.
- e) Exhibits which include the generation or reproduction of sound, or utilize any audio-visual or special lighting equipment, must be approved by Exposition Management no later than Monday October 3rd, 2022 and must be operated so that the resulting

noise or lighting will not annoy or disturb adjacent Exhibitors and their patrons.

- f) Exhibitors are required to have their exposition space neat and orderly at all times.
- g) No one under the age of 18 will be permitted on the exhibit floor with the exception of students participating in a Rockwell Automation sponsored exhibit. Those students (with chaperones) are granted permission to perform within their exhibit area only and are allowed to tour the exhibit floor when accompanied by an approved Rockwell Automation representative. No other students or children under the age of 18 will be allowed on the exhibit floor.

7. DISPLAY REGULATIONS

- a) All materials within the exhibit booth area including, but not limited to, actual display units, decorative items, furnishings, fabrics, flooring, etc. must meet and comply with all rules and regulations of the Convention Center, and all local, city, state and federal safety, fire, health, electrical, plumbing, and hazardous materials codes and other applicable ordinances and laws.
- b) In general, inline booth exhibits that are less than 301 square feet may have a maximum exhibit height of eight (8) feet. Islands may have a maximum height of eighteen (18) feet for booths that are 300 square feet or greater.
- c) APPROVAL AND INSTALLATION OF HANGING SIGNS
 - 1) ALL HANGING SIGNS MUST BE APPROVED, IN ADVANCE, BY EXPOSITION MANAGEMENT NO LATER THAN MONDAY OCTOBER 3rd, 2022. Any requests received after this date **will not be approved.**
 - 2) ALL HANGING SIGNS MUST BE SENT TO THE ADVANCED SHIPPING WAREHOUSE BY FRIDAY October 28th, 2022. Hanging banners received after this date will incur a 50% surcharge and will be invoiced by the General Service Contractor. There is no guarantee that any hanging sign received after Friday October 28th, 2022 will be assembled and hung, regardless of prior Management approval of drawings.
 - 3) As in previous years, there will be no exceptions allowed to this rule in 2022.

- d) Hanging signs and graphics are permitted in all islands. Exhibit spaces which are 400 square feet and greater may hang signs and graphics to a maximum height of eighteen (18) feet. **End cap, linear and inline booths do not qualify for hanging signs and graphics.** All sign heights are measured from the top of the sign to the convention floor.
- e) All hanging signs must have drawings available for inspection by Exposition Management at all times. Drawings must include a signature or stamp of a structural engineer indicating that stress points for hanging the sign have been properly engineered. The signature of an authorized official of the exhibit building company is also required, indicating that the structure is built in compliance with the details and the specifications set forth on the drawing. Hanging material anchor points must be pre-fabricated and ready to use.
- f) Exhibitors with unique or special displays or displays requiring special services not provided in the Exhibitor Service Kit must submit their drawings or needs to the Exhibition Management for prior approval by **Monday September 26th, 2022. All double deck exhibits must be reviewed in advance by Exposition Management, regardless of Convention Center policies/procedures.**
- g) Exposition Management retains sole discretion and authority in the placement, arrangement and appearance of all displays.
- h) All property of the Exhibitor will remain under its custody and control in transit to, from, and within the confines of the Convention Center, subject to the rules and regulations of the Convention Center and the Exposition Management.
- i) The Exhibitor is responsible for compliance with all rules and regulations of the Convention Center and all local, city, state and federal safety, fire, health and other ordinances and laws regarding installation and operation of equipment, display and exhibit materials. All displays, exhibit materials and equipment must be protected by safety guards and fireproofing to prevent fire hazards and personal accidents to visitors.
- j) Exposition Management promotes creativity in exhibit displays yet adheres to the "good neighbor" policy. If any structure, demo, sound, lights or activity in an exhibit annoys or disturbs adjacent Exhibitors and their patrons, Exposition Management has the right to change or stop any such disturbance.

8. INSTALLATION AND REMOVAL OF DISPLAYS

- a) All displays must be erected and completely arranged for viewing by 5 pm on Tuesday November 15th, 2022 – the night before the opening of Automation Fair.
- b) The deadline for removal of all materials from the Convention Center will be enforced. It is the sole responsibility of each Exhibitor to have materials packed, identified and cleared for shipment by the appropriate deadline published by Exposition

Management.

- c) In the event the Exhibitor does not comply with the removal requirements in Section 8(b) above, then the Exposition Management will have the right to dismantle, dispose of, store, or clear from the premises any display material goods, property or merchandise of an Exhibitor at the Exhibitor's sole expense and without any liability of any kind to the Exposition Management.

9. EXHIBITOR APPOINTED CONTRACTOR

An Exhibitor who wishes to use an Exhibitor appointed contractor ("EAC") shall be solely responsible for the actions and omissions of the EAC. Any third-party contractor(s) hired by the Exhibitor must not be offensive to attendees based on their sex, race, national origin, ancestry, religion, age, physical or mental disability, sexual orientation, or attire (i.e. hired models, character actors or organizations). The Exhibitor must request in writing, from Management, prior authorization to use an EAC. This request must contain the following information about the EAC: the company name and primary contact address and phone number, and specific theme details if using an agency for a model/character actor/organization.

10. CARE OF BUILDING AND EQUIPMENT

Exhibitors and their agents shall not injure or deface the walls, floor or any part of the Convention Center or any booth materials and equipment of another Exhibitor, contractor or Exposition Management. Exhibitor agrees that if it causes any such damage, the Exhibitor shall be solely liable to the owner of the damaged property.

11. LIABILITY AND INSURANCE

During the term of this Agreement, Exhibitor will maintain, at its sole cost and expense, the following insurance coverage, as well as any other policies and/or limits applicable by law in the jurisdiction in which this Agreement applies, for the duration of the event, including loading and unloading dates;

- a) Workers' Compensation – Statutory or equivalent in the jurisdiction in which this Agreement applies.
- b) Employers' Liability - \$1,000,000 per accident, per employee, per disease.
- c) Commercial General Liability - \$5,000,000 per occurrence combined single limit of liability, \$5,000,000 general aggregate which will include but not be limited to: contractual liability, premises liability, and advertising liability. Coverage shall include a premises damage liability limit of \$1,000,000.
- d) Property – All Risk Property coverage on any and all materials, supplies, equipment and furnishings brought on site to the Convention Center. On a replacement value basis, including where applicable care, custody

and control of other's property: Exhibitor agrees Rockwell Automation and the Convention Center shall not be liable for any damage to the property of Exhibitors, its agents, contractors, employees, or invitees, whether or not entrusted to the employees of Rockwell Automation, nor for loss of or damage to any property by theft or otherwise resulting from any cause.

- e) Commercial Automobile Liability – For all owned, non-owned and hired vehicles, commercial Automobile Liability coverage with limits not less than \$5,000,000 each occurrence combined single limit for bodily injury or death and property damage, including all loading and unloading hazards.
- f) Exhibitor may use a combination of primary and excess/umbrella policies to meet required limits above. Each insurer must possess a minimum rating of "A-" in the most current edition of A.M. Best's rating guide and be licensed in the jurisdiction in which this Agreement applies. Deductibles and self-insured retentions are the sole responsibility of the Exhibitor.
- g) Exhibitor shall name Rockwell Automation, Inc., City of Chicago. Owner, McCormick Place Convention Center and their respective agents, trustees, officers, board members and employees as additional insured on the general liability, auto liability and any applicable excess/umbrella policies. Exhibitor's coverage shall be primary, and any insurance possessed by the additional insureds shall be excess and noncontributory.
- h) Exhibitor shall provide waivers of subrogation for loss or damage against Rockwell Automation, Inc., City of Chicago. Owner, McCormick Place Convention Center and their respective agents, trustees, officers, board members and employees for personal injury (including death), property damage or any other loss on all coverage required under this Agreement except workers' compensation.
- i) Exhibitor is responsible for providing a current and updated certificate of insurance no later than thirty (30) days in advance of the event listing to Rockwell Automation Inc., 1201 S. 2nd Street, c/o Sam Solatycki, Milwaukee, WI 53204 as certificate holder. Exhibitor will provide that there will be no cancellation, material change or termination of coverage without thirty (30) days prior written notice to Rockwell Automation. If the Exhibitor fails to provide a certificate of insurance, it does not relieve the Exhibitor of the responsibility to maintain the appropriate insurance as required in this section. Certificate of Insurance can also be submitted via email to AutomationFair@ra.rockwell.com

12. INDEMNIFICATION

Exhibitor will indemnify and hold Rockwell Automation, its successors, assigns, affiliates, and subsidiaries, including their respective directors, officers, employees, agents, representatives, subcontractors, suppliers, and customers, harmless from and against all liabilities, claims, demands, actions, costs, or expenses, by whomever asserted and regardless of nature or kind, including without limitation, for personal injuries (including death) and damage to property, whether in tort or under contract, directly or indirectly, in

whole or in part. At Exhibitor's expense, these indemnified parties may elect to defend any such claim, demand, or action, and Exhibitor will be responsible for all costs and expenses incurred by them in connection with the defense, including awarded damages and costs of settlement.

13. LIMITATION OF LIABILITY

Rockwell Automation, its successors, assigns, affiliates, and subsidiaries, including their respective directors, officers, employees, agents, representatives, subcontractors, suppliers, and customers, will bear no responsibility for Exhibitor's property due to theft or damage by fire, accident, vandalism, or other cause. Damage to inadequately packed property is Exhibitor's own responsibility.

IN NO EVENT WILL ROCKWELL AUTOMATION BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND. ROCKWELL AUTOMATION'S MAXIMUM AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT OF THE LEASE FEE PAID BY EXHIBITOR TO ROCKWELL AUTOMATION. ANY ACTION AGAINST ROCKWELL AUTOMATION MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

14. TAXES

Exhibitor shall be responsible for the payment as additional fees, if not paid directly, of all applicable sales taxes in connection with Automation Fair, and for payroll, earnings, withholding, unemployment, social security, Medicare, and similar taxes levied by any federal, state, county or city authority based upon wages paid to any employee (including those designated as "Exhibitor appointed contractors") of Exhibitor and any contractors, subcontractors, sub-licensees, and sub-lessees performing work for the Exhibitor within the state of the Convention Center, in connection with such event.

15. FORCE MAJEURE

In the event the Convention Center or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event as a result of fire, flood, tempest, or any other such cause or as a result of government intervention, malicious damages, acts of war, strike, lockout, labor dispute, riot, pandemic, or any other cause or agency over which Rockwell Automation or the Exposition Management has no control, or should Exposition Management decide that because of any such cause it is necessary to cancel, postpone, alter, or re-site the show, or reduce or change the installation time, show time, or dismantle time, Rockwell Automation and the Exposition Management will not be liable for any damages, costs, or losses, direct or indirect, arising as a result thereof.