

ACLI 2008 ANNUAL EXHIBITOR MARKETPLACE RULES AND REGULATIONS

1. RULES AND REGULATIONS

The expression "Marketplace" wherever mentioned herein shall mean "the 2008 ACLI Exhibitor Marketplace." The expression "the Organizer" wherever mentioned herein shall mean "the American Council of Life Insurers." The expression "Exhibitor" wherever mentioned herein shall mean any company, firm or person who has applied for or been allocated any space at the Marketplace. The expression "Rules and Regulations" shall mean and include these Marketplace Rules and Regulations.

2. ALLOCATION OF SPACE

If the Organizer approves the Exhibitor's application for space, whether on the form attached hereto or otherwise, the Organizer will mail written acceptance to the Exhibitor, at which time these Rules and Regulations will be in force between the Organizer and the Exhibitor. The Organizer may assign to the Exhibitor, the space applied for, or such other space as may appear advisable at the Organizer's sole discretion. In the event of an Exhibitor, at any time prior to the Marketplace, giving written notice of intent not to take possession of the space allocated, or in the event of failure by the Exhibitor to take possession of such space by the hour prior to the opening of the Marketplace, the Exhibitor shall be required to pay full charges for such space with no refunds or abatements for such vacancy, except as provided in section 5 below. The Organizer may possess such space in any manner thereafter at its sole discretion.

3. PAYMENT

Payment of (\$1,995 early-bird or \$2,495 after January 30) per booth must be received with the Exhibitor Application. **No display will be considered firm or any Exhibitor permitted to set up their display unless payment has been made in full prior to the Marketplace.**

4. EXHIBITOR REGISTRATION

There is not charge for booth personnel. Those exhibitors wishing to register and attend the ACLI Annual Conference will be entitled to the member rate in effect at that time.

5. CANCELLATIONS/REFUNDS

All requests for refunds must be in writing. If your cancellation is received by **June 30**, ACLI will refund your Exhibitor fee less a \$300 administrative charge. If an Exhibitor's application is denied due to over subscription of the Marketplace, or if ACLI deems the services or products offered not relevant to the member company's activities, the exhibitor fee will be refunded in full. **There will be no refunds for cancellations received after June 30, 2008.**

6. UNDESIRABLE ACTIVITIES

If the Organizer decides, at its absolute discretion, that the Exhibitor is engaged in activities, or is displaying any items which are contrary to the best interests of the Marketplace, or which appear to be unethical, or to be in breach of any law, the Organizer may, at its absolute discretion, rearrange, or remove any such articles or cancel entirely any allocation of space which may have been made to the Exhibitor, and may require the Exhibitor to vacate forthwith any such space, without liability to refund or abate the display space charge paid or due hereunder, and without liability for any other damages caused by such action.

7. RIGHT OF ENTRY AND INSPECTION

The Organizer, in its absolute discretion, shall have the absolute right at any time to enter the space occupied by the Exhibitor, or otherwise inspect the Exhibitor's display.

8. LIMITATION

The Exhibitor agrees that the Organizer, its agents (including the Westin Boston Waterfront Hotel, and its employees) and employees, will not be responsible or liable for any claim by the Exhibitor for personal injury or business injury to the Exhibitor, its agents or employees, however caused and whether caused by the Organizer, its agents or employees, the proprietor of the Marketplace premises, or by any other person or entity. The Organizer shall not be responsible for damage to the Exhibitor's business or the Exhibitor's lost profits in the event of the Organizer being unable to provide display space or to hold the Marketplace as scheduled.

9. INDEMNITY

The Exhibitor shall indemnify and defend the Organizer from and against liability for injury to persons or property or otherwise arising from any cause whatsoever in connection with the participation in the Marketplace by the Exhibitor, its agents or employees. Exhibitors shall carry public liability insurance against personal injury, death and damage to or loss of property, by any cause whatsoever.

10. CHANGE OF VENUE AND CANCELLATION

The Organizer reserves the right, with no liability of the Organizer to the Exhibitor for refunds, additional expenses or otherwise, to change the place or date of the Exhibition upon two weeks notice to the Exhibitor, effective from the date of mailing of such notice. In the event that the premises where the Exhibition is to be held shall, in the sole determination of the Organizer, become unfit or unavailable for occupancy, or shall be substantially interfered with, by reason of picketing, strike, embargo, injunction, act of war, act of God, fire, or state of emergency declared by any government agency or by reason of municipal, state or federal law, regulation or court or administrative decree or by reason of any other occurrence beyond the control of the Organizer, the Organizer may, without limitation on the right of the Organizer to change the venue of the Exhibition upon notice as described above, cancel or terminate the Exhibition. In the event of such termination or cancellation, the Exhibitor waives any and all claims it might have against the Organizer for damages or expenses and agrees to accept in complete settlement and discharge of all claims against the Organizer the Exhibitor's pro rata share of the total amount paid by all Exhibitors less all costs and expenses incurred by the Organizer in connection with the Exhibition including a reserve, established at the sole discretion of the Organizer, for future claims and expenses in connection herewith.

11. EXHIBITOR REPRESENTATIVE

Each Exhibitor must indicate, in writing, at least one person to be the Exhibitor's representative in connection with the installation, operation and removal of the Exhibitor's display.

12. SHOW HOURS

Hours of installation and dismantling of exhibit shall be those specified by the Organizer.

Set-up: Sunday, October 19 – 1:00 PM - 5:00 PM

Show Hours: Sunday, October 19 – 5:30 PM - 7:00 PM

Monday, October 20 – 3:00 PM - 4:00 PM

5:00 PM - 7:00 PM

Tear-down: Monday, October 20 – 7:00 PM - 9:00 PM

OVER --

13. EXHIBIT SPECIFICATIONS

Displays shall be arranged so as not to obstruct the general view of other displays or to obstruct aisles or access to other displays;

Displays must fit within the 8'x10' space allocated, and may not exceed in any respect. Backdrops and banners are permitted but cannot extend beyond your booth area. NOTE: The Exhibitor will be responsible for assembly and tear down of all displays;

The Organizer may, where it finds in its discretion that the Exhibitor's mechanical reproduction of sound is interfering with surrounding exhibits, require the Exhibitor to reduce the volume or discontinue its use;

Mechanical reproduction of sound is allowed only if the volume does not interfere with surrounding exhibits;

The Organizer may, in its discretion and prior to or during the Marketplace, at any time relocate a display in the best interest of the Marketplace, without any liability to refund or abate the display space charge paid or due hereunder;

No display shall be packed, removed, or dismantled prior to the closing of the Marketplace.

14. LABOR

Union Labor may be required for your exhibit installation and dismantle. Please carefully read the UNION RULES AND REGULATIONS to determine your needs. Exhibitors supervising labor need to pick up and release their labor at the Service Desk. Refer to the order form under Display Labor for Straight Time and Overtime hours.

15. SHIPPING

WAREHOUSE SHIPPING ADDRESS FOR ADVANCE SHIPMENT:

**American Council of Life Insurers
Exhibiting Company Name - Booth#
C/O GES Exposition Services
Yellow Transportation
1555 Bedford Street
Abington, MA 02351-1063**

**Warehouse receiving hours:
8:00AM to 2:00PM,
Monday through Friday.**

GES Exposition Services will accept crated, boxed or skidded materials beginning Friday, September 19 to avoid additional "after deadline charges," materials must arrive by Wednesday, October 15.

SHOW SITE SHIPPING ADDRESS:

**American Council of Life Insurers
Exhibiting Company Name - Booth#
C/O GES Exposition Services
Westin Boston Waterfront Hotel
425 Summer Street
Boston, Massachusetts 02210**

Shipments to show site cannot arrive until October 19th OR THEY WILL BE REFUSED.

GES Exposition Services will gladly prepare your outbound Material Handling Agreement and labels in advance. Complete the Material Handling section on the order form and your paperwork will be available at show site.

Be sure your carrier knows the exhibiting company name and booth number when making arrangements for shipping your exhibit at the close of the show.

FOR ASSISTANCE, PLEASE CALL THE EXHIBITOR SERVICES DEPARTMENT AT (800) 475-2098 or email at

www.ges.com/contact.

16. EXHIBITOR ENDORSEMENT

Selection as a Marketplace Exhibitor does not in any way represent an endorsement by the ACLI of the Exhibitor's products or services.

17. COMPLIANCE

Where required by law, by the Organizer, or by the owners and/or operators of the premises where the marketplace is held, the Exhibitor agrees: i) to comply with all tax, fire, safety, health or other legislation from any source relating to the Marketplace; ii) to file all necessary tax returns relating to sales tax or otherwise; iii) to supply the Organizer with all necessary information so that the Organizer may comply with its own obligation under all such legislation; iv) to pay to the Organizer such further sums as may be required by law or otherwise; v) and to indemnify and hold harmless the Organizer from any liability or damage arising from any of the foregoing.

18. LIABILITY AND INSURANCE

Exhibitor agrees to protect, save, and keep ACLI and the Westin Boston Waterfront Hotel forever harmless from any damage or charges imposed for violation of any law or ordinance, whether caused by the Exhibitor and its agents and employees or those holding under the Exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the agreement between the Westin Boston Waterfront Hotel and ACLI regarding the exhibition premises. And further, Exhibitor shall at all times protect, indemnify, save, and keep harmless ACLI and Westin Boston Waterfront Hotel against and from any and all loss, cost, damage, liability, or expense arising from or out of, or by reason of, any accident or other occurrence to anyone or anything, including the Exhibitor, its agents, employees, and business entities, which arises from or out of, or by reason of, said Exhibitor's occupancy and use of the Exhibition premises or part thereof.

19. RESERVED RIGHTS OF THE ORGANIZER

Decisions or actions of the Organizer interpreting, amending, expanding or enforcing these Rules and Regulations, may occur from time to time in the Organizer's sole discretion and shall be final and binding upon the Exhibitor.

20. AMERICANS WITH DISABILITIES ACT (ADA)

Exhibitor agrees to comply with all applicable provisions of the ADA and shall indemnify ACLI, its officers, directors, members, and agents for Exhibitor's failure to comply with ADA provisions.

21. ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

ACCEPTED BY EXHIBITOR:

COMPANY _____

NAME _____

TITLE _____

SIGNATURE _____

DATE _____