



LASTING VALUES: CHALLENGING TIMES

2012 Exhibitors and Sponsors

MAY 9–11, 2012 ■ MARRIOTT WARDMAN PARK HOTEL ■ WASHINGTON, DC

CONTRACT TO EXHIBIT

TERMS AND CONDITIONS

1. Contract for Space

This agreement for exhibit space at the Investment Company Institute's ("ICI") 2012 General Membership Meeting and Service Provider Exhibition (the "Conference"), May 9–11, 2012, constitutes a contract between the parties hereto for the right to use the space allotted by ICI. In the event of fire, hotel union strikes, or other uncontrollable circumstances rendering the building unit unavailable for use, this contract shall not be binding.

2. Assignment and Use of Display Space

Upon acceptance of this agreement by ICI, exhibitor will receive notice of space assignment. ICI shall be solely responsible for the assignment of all exhibit hall space and reserves the right to relocate display areas/exhibit booths as it deems necessary. By signing this document, exhibitor agrees to conform its participation in the Conference to the provisions listed below. Violations are grounds for expulsion from the exhibit area and/or restriction from participation in future exhibitions.

- » Displays must be installed and ready to exhibit two hours prior to the time set for opening the exhibition. If display is not installed and ready to exhibit by **11:00 a.m. on Wednesday, May 9, 2012**, Hargrove will install display at an additional charge mandated by Hargrove, Inc.
- » Exhibit booths must be staffed at all times during the official exhibit hall hours.
- » All booth equipment, product samples, demonstrations, and distribution of materials must be confined to the physical limits of the exhibit booth. No posting or circulation of materials is permitted outside the exhibit booth.
- » Exhibitor shall not assign, sublet, or share the space assigned to it without the prior written approval of ICI.
- » Exhibits, which include the operation of musical instruments, radios, talking motion pictures, etc., must have ICI's prior written approval to operate. Public address systems/microphones may not be operated in any exhibit space. Any sound or light must not annoy or disturb adjacent exhibitors and their patrons. ICI reserves the right to rescind prior written approval of any sound or light that subsequently proves to be a disturbance to adjacent vendors or to the exhibit hall in general.
- » This year the following booths **cannot have amplified sound** due to proximity to the Legal Forum Theater and Event Stage: 100, 102, 104, 113, 116, 118, 120, 202, 206, 208, 212, 703, 705, 707, 709, and 711.
- » Exhibitor is required to drape exposed ends, sides, and back walls of its display.
- » ICI reserves the right to monitor the distribution of complimentary gifts within the exhibit hall and may restrict certain promotions if deemed inappropriate for the Conference.
- » No surveys, research, or other forms of data gathering—whether or not conducted with the intent to announce or publish the results of such survey or data gathering—either during or after the Conference can take place in the exhibit hall or at the Conference without prior written approval of ICI.

- » No Conference facility or hotel space may be used by exhibitor or any of its affiliated organizations for any business, social, or other event without the prior written approval of ICI. No functions may conflict with the Conference’s meeting agenda, exhibit hall hours, conference registration, and reception/dinner times.

3. Installation/Dismantling and Exhibit Hours

BOOTH INSTALLATION	Tuesday, May 8	8:00 a.m.–4:30 p.m.
	Wednesday, May 9	8:00–11:00 a.m.
EXHIBITION OPEN	Wednesday, May 9	1:00–3:00 p.m. 4:45–7:00 p.m.
	Thursday, May 10	7:30–8:45 a.m. 11:45 a.m.–12:45 p.m. 5:00–7:00 p.m.
	Thursday, May 10	7:15–9:30 p.m.
	Friday, May 11	8:00–10:00 a.m.

Should it be necessary to change the exhibit hours, exhibitor will be notified prior to Friday, April 27, 2012.

4. Exhibit Hall

ICI provides 10’x10’ booths that will include a draped back wall, 3-foot draped side rails, and one ID sign. Drapery colors are gray and white; the entire hall is carpeted in blue.

5. Height and Construction Restrictions

- » The standard booth equipment has a draped back wall 8 feet high and dividing sidewalls no higher than 36 inches. The rear half of each sidewall of the booth may extend to the height of the back wall. The front half of the sidewall can be no higher than 36 inches to permit side viewing through the booth.
- » In no instance is the exhibitor permitted to install any item or structure (e.g., signs, booth structure, and/or product) above the height of the back wall without the prior written approval of ICI.
- » No balloons or other helium-inflated items can be used within the exhibit hall without the prior written approval of ICI.

6. Liability And Insurance

ICI and the hotel building management and/or any officers or staff members of same are not responsible for the loss, damage, or injury to any of the persons or property of exhibitor, its agents, or employees, resulting from theft, fire, accident, or other causes. ICI will provide a uniformed security service throughout the exhibit on a 24-hour basis, but exhibitor is, and its agents or employees are, responsible for securing any valuables (such as laptop computers) in transit to, from, and within the confines of the exhibit hall.

Exhibitor is required to obtain insurance coverage, at its own expense, for property loss or damage to itself and for liability for property damage and personal injury to others. The exhibitor agrees to have insurance naming ICI and the Marriott Wardman Park Hotel as additional named insured for comprehensive general liability coverage of not less than \$1,000,000 per occurrence (for personal injury and property damage), and for theft and fire insurance for all property brought into or used in the exhibit hall.

Certificates of Insurance or other satisfactory evidence of insurance naming the Investment Company Institute and Marriott Wardman Park Hotel as additional insured for the above insurance coverage shall be furnished to ICI on or before **Friday, March 9, 2012**.

7. Public Policy

Exhibitor is responsible for knowledge of, and compliance with, all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety at the Conference.

All materials used by exhibitor within the exhibit booth area including, but not limited to, the actual display unit, decorative items, furnishings, fabrics, flooring, etc., must meet and comply with all national, local, and facility fire, electrical, plumbing, safety, and hazardous material codes.

8. Care of Building and Equipment

Exhibitor or its agents shall take due care of the booth and shall be responsible for any and all damage caused by exhibitor to the building wherein the Conference is held, and to any booths or equipment supplied to the booths.

9. Storage of Packing Crates and Boxes

Exhibitor shall not store packing crates and/or boxes within its exhibit space during the show period. When properly marked, at the expense of the exhibitor, these items can be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify crates as they are emptied or otherwise ready for removal to facilitate the final preparation of the event for opening. Crates not properly marked or identified may be lost or destroyed and are not the responsibility of ICI, the facility, or the service contractor.

10. Exhibit Service Contractor

ICI has contracted with the following service contractor to handle installation of the exhibit booths at the Conference:

Hargrove, Inc. ("Hargrove")
Number One Hargrove Drive
Lanham, MD 20706
(T) 301/306-9000
(F) 301/306-9318
www.hargroveinc.com

11. Freight

Hargrove will handle all drayage. Please refer to the Exhibitor Service Manual, which will be distributed in mid-March, for the services provided by Hargrove and for shipping instructions.

12. Right of Entry

ICI or its designees shall retain the absolute right, without limitation, to enter the leased area occupied by Exhibitor at any time and to inspect any material distributed or made available in the leased area at any time.

14. Legal Forum

- » Firms are eligible to use the Legal Forum theater only if registered for this opportunity in advance. Registration will be available **December 15, 2011**, on a first-come, first-served basis. This opportunity is available for law firms only. Please note that registration for this opportunity is available online only. When registering, you must provide a description of your presentation as well as a description of your firm.
- » The Investment Company Institute reserves the right to disallow any presentations that it deems unacceptable or inappropriate in content. A brief description of your presentation is required when you register.
- » Presentations cannot exceed 25 minutes in length. If a presentation runs over the allotted time, ICI reserves the right to terminate demo without prior notice or approval of demonstrating company. Each firm will have 5 minutes to set up prior to the 25-minute presentation.
- » ICI will provide an audiovisual technician to assist in the setup and presentation of your demo. ICI will also provide a complimentary stage, LCD package, up to five lavalier mics, and a lectern. All other audiovisual needs must be coordinated with the Marriott Wardman Park audiovisual company.
- » All electronic presentations and hard copy materials are the responsibility of the presenting company. Please do not send these items to ICI in advance of your presentation. ICI is not responsible for the setup or distribution of presentations or materials. Electronic presentations and hard copy materials need to be in final format. The on-site audiovisual technician will not be permitted to make edits to presentations.

- » ICI will provide appropriate signage and timing information for the presentation in the program. All other advertising is the responsibility of the presenting company.

15. Indemnification

A. INDEMNIFICATION—INVESTMENT COMPANY INSTITUTE

Exhibitor hereby agrees to indemnify, defend, reimburse (including legal fees), and hold harmless ICI and their respective representatives against any and all claims asserted against, resulting from, imposed upon, incurred, or suffered by ICI and their respective representatives, as a result of exhibitor’s participation in the conference.

B. INDEMNIFICATION—MARRIOTT WARDMAN PARK HOTEL

Exhibitor and the Investment Company Institute (ICI) shall indemnify and hold harmless Hotel (Marriott Wardman Park) and its servicing agents from all liability (damage or accident) that might ensue from any cause resulting or connected with transportation, placing, removal, or display of exhibits.

Exhibitor assumes responsibility and agrees to indemnify and defend ICI and the Marriott Wardman Park Hotel and their respective employees and agents against any claims or expenses arising out of the use of exhibition premises.

The Exhibitor understands that neither ICI nor the Hotel maintains insurance covering the Exhibitor’s property, and it is the sole responsibility of the Exhibitor to obtain such insurance.

16. Terms and Conditions

ICI shall have full power in the interpretation and enforcement of the terms and conditions contained in this Contract, and the power to make, from time to time, such reasonable amendments thereto and to set such further terms and conditions as it shall consider necessary for the proper conduct of the Exhibition, provided such new terms and conditions do not materially alter or diminish the contractual rights of Exhibitor. All matters, issues, or questions not covered by the Terms and Conditions are subject to the sole discretion of ICI.

I have read the above contract and agree to abide by the Terms and Conditions governing participation in the Conference.

Exhibitor (Company Name): _____

By (Signature): _____

Print Name and Title: _____

Date: _____

A copy of this signed agreement must accompany Booth Reservation.

A copy of Certificate of Insurance is due by March 9, 2012.

Return Contract to Exhibit and Certificate of Insurance to:

Shani Armon

Fax: 202/403-3580

Email: sarmon@ici.org