

IFCEE 2021

EXHIBITOR CONTRACT TERMS & CONDITIONS

May 10-14,2021 / Hyatt Regency Dallas / Dallas, Texas

1. CONTRACT FOR SPACE

The exhibit space contract properly executed by Applicant (Exhibitor) is subject to formal notice of acceptance by Show Management, and when so accepted upon full payment of the exhibit space, rates shall constitute a contract for the right to use the space, subject to all conditions, terms and regulations set forth herein. Show Management reserves the right to reject any application without assigning any cause therefore.

- A. **INSTALLATION AND DISMANTLING OF EXHIBITS:** All exhibits must be assembled and ready to conduct business, one hour prior to the opening of the Event. (A tentative installation schedule will be included in the Exhibitor's Service Manual). Exhibitors will receive a FINAL installation schedule in advance of their assigned move-in date. Special Note: Failure to comply with the assigned installation and dismantle schedule, will result in substantial delays to the offending party, and a penalty may be assessed at the sole discretion of Show Management as a result.
- B. **FAILURE TO OBSERVE RULES:** Any failure to comply with these rules shall, at the sole discretion of Show Management, be cause for closing the offending exhibitor's display, in which the exhibitor, or any party related expressly agrees to hold Show Management harmless, and prepayment will not be refundable. In addition, Show Management holds the right to prohibit exhibiting parties from participating at future events.

2. CHARACTER

IFCEE 2021 is undertaken primarily for its technical education value. To provide the best possible atmosphere to discuss the technical application of the equipment and services displayed, each exhibitor agrees to abide by the rules and regulations stated herein and as explicitly stated in the Exhibit Regulations.

3. PAYMENT/CANCELLATIONS/SPACE REDUCTION/RATES

- A. Exhibit space orders received before October 1, 2020, must be accompanied with a minimum 50% deposit of total exhibit cost. An exhibit space application without the required payment will delay assignment of exhibit space which is on a first-come, first-served basis. Full Payment of total exhibit cost for exhibit space is due by October 31, 2020. Invoiced deposits are due upon receipt and must be paid within 15 days of invoice date. Exhibit space orders will be cancelled by Show Management if required deposit is not paid by due date.
- B. Exhibit space orders received after September 30, 2020 must be accompanied with the full payment of total exhibit cost. Exhibit space orders received without the required payment will not be processed or cancelled, resulting in exhibit space not being assigned.
- C. Show Management reserves the right to cancel without refund and resell any exhibit space not paid in full by October 31, 2020. Exhibitor's will not be listed in the Conference Program or the IFCEE 2021 official Web site, nor allowed move-in operations until full payment and a duly executed contract has been received by Show Management, and confirmation has been given.

- D. After space has been confirmed, a reduction in space is considered a cancellation and will be governed by the same policies as outlined. Reduction in space can result in relocation of exhibit space at the discretion of Show Management.
- E. Should an exhibitor cancel from the Exhibition, the following shall apply:
 - 1) If an Exhibitor cancels with an outstanding balance, the exhibitor remains responsible for the entire balance due, plus reasonable attorney's fees. The exhibitor will not be permitted to participate in future events until all outstanding balances have been paid.
 - 2) No cancellations shall be acknowledged unless received in writing by Show Management. The date upon which the notice of cancellation is received shall apply as the official date of cancellation.
 - 3) Upon exhibitor notification of cancellation, Show Management has the right to resell the vacated space.
- F. All written cancellations for exhibit space received before October 1, 2020 will be granted a refund of 50% of payments. Subject to paragraph 11 below, no refunds will be granted after September 30, 2020.
- G. Sponsorships and promotional items maybe ordered by Exhibitors at the published rates. Full payment is due when ordered. Sponsorships and promotional items ordered maybe cancelled without refund for nonpayment.
- H. Exhibit space rates:
 - 1) Indoor (10' x 10' space): Member \$2,995 | Non-Member \$3,795
 - 2) Outdoor (Minimum 20' x 20 space): Member \$15/sq. ft | Non-Member \$20/sq. ft
 - 3) Exhibit space rates are for space rental only and does not include any registration for Exhibitor's booth personnel. Exhibitor booth personnel must separately register and pay published rates to attend IFCEE 2021.

4. NO-SHOW

If an exhibitor fails to utilize the exhibit space and/or the space is vacant at the time of the published deadline for completion of installation, Show Management reserves the right to consider the space to be canceled and vacated. All requests for installations beyond the published installation completion deadline must be submitted to Show Management in writing. Approval of late installation requests are at the discretion of Show Management. Should Show Management not be notified in writing, Show Management reserves the right to resell the canceled space and the contract will become null and void.

5. SUBLETTING SPACE

No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to him, nor exhibit therein, nor permit any other person or party to exhibit therein, any other goods, apparatus, etc., not manufactured or distributed by the exhibitor in the regular course of his business except upon prior written consent of Show Management.

6. CHANGE OF FLOOR PLAN OR SPACE ASSIGNMENT

Show Management reserves the right to change the floor plan design without notice. Show Management reserves the right to move an exhibitor to another location prior to or during the show.

FLOOR PLAN: All dimensions and locations shown on the official floor plan to be supplied are believed, but not warranted, to be accurate. Show Management reserves the right to make such modifications to meet the overall goal of the IFCEE 2021, the Exhibitors, and the exhibit program.

7. COMPLIANCE

The exhibitor assumes all responsibility for any compliance with all pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and/or owners of the property wherein the show is held.

8. INSURANCE

Insurance for fire, property, public liability, and theft must be taken out by each exhibiting company at their own expense. The insurance is to cover the full period of occupancy of the premises by the exhibitor, its agents and employees. (Exhibiting companies must provide written proof of insurance. Details will be provided in the Exhibitor Manual.)

9a. LIABILITY

The Exhibitor agrees that Show Management (ADSC; DFI; G-I of ASCE and PDCA) shall not be liable for any damage or liability of any kind, including content of display or literature, or for any damage or injury to person or property during the term of this agreement, from any cause whatsoever by reason of use, occupation and enjoyment of exhibit space by the Exhibitor or any person thereon with the consent of the Exhibitor, and that the Exhibitor will indemnify and hold harmless Show Management from all liability whatsoever, including all litigation expenses, court costs and attorney fees, on account of any such damage, or injury, where or not caused by negligence or of breach of any obligation by the Exhibitor or its employees or representatives.

9b. INDEMNIFICATION

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to IFCEE Show Management), and hold IFCEE Show Management and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor's space or relating to Exhibitor's use of any exhibition space or services.

10. EXHIBITOR SERVICES

To ensure the configuration of a smooth installation, dismantling and operation during IFCEE 2021, Official Contractors will be appointed. Although full-time employees of the exhibitor-appointed contractors, other than the Official Contractors may be authorized to gain access to exhibition areas, exhibitors are urged to obtain required labor and services from Show Management Official Contractors.

11. STRIKES, FIRE AND ACTS OF GOD

Show Management reserves the right in its sole discretion to change the location or cancel IFCEE 2021 should it be impractical to hold the conference. Causes of impracticality include, but without limitation, casualty, explosion, fire, utility interruption, natural disaster, acts of God, threat of terrorism, riots or civil disorder, or any law, ordinance, or regulation that render the facility in which IFCEE 2021 has been scheduled unusable. No refunds will be made until Show Management has officially declared, in writing, that IFCEE 2021 is canceled.

12. RULES AND REGULATIONS

Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by Show Management is hereby made an integral part of the Contract and of the agreement between Applicant and Show Management for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

CONFLICTING MEETINGS & SOCIAL EVENTS: In the interest of the success of the entire convention and exhibition the Exhibitor agrees not to extend invitations, call meetings or otherwise encourage absence of members or Exhibitors from the convention or exhibit hall during the official hours of the conference, which will be supplied and shall be binding upon the Exhibitor as though fully set forth herein.

FRIENDLY NEIGHBOR POLICY: Out of respect of all those exhibiting at the show, please be mindful of the privacy and professionalism of all participants. Any indication of an act considered not to be in the best interest of the overall intent of IFCEE 2021, shall be addressed appropriately at the discretion of the Show Management.

PROOF OF INSURANCE: Certificate evidencing Comprehensive General Liability Coverage must be provided to Show Management within 30 days of sign up, or prior to the on-site setup of display by firms obtaining space within 30 days of Show opening.

13. AMENDMENTS

Any and all matters and questions not specifically covered by the articles in this Contract or in the official Exhibit Regulations shall be subject to the decision of Show Management and may be amended at any time by Show Management in the overall best interest of the Exhibition and notice thereof shall be binding on the exhibitors equally with the foregoing in this Contract.

14. UNION RESTRICTIONS

Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

15. EXHIBIT GUIDELINES

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of IFCEE Show Management and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of Show Management. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. All advertising distribution must be made from Exhibitor's booth space. Balloons and stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area. Balloons and blimps must be approved by Show Management prior to the opening of the show, in accordance with the rules as outlined in the Exhibitor Service Manual. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited. The use of Segway's or Segway-type units is prohibited on the show floor. Photography or videography is permitted only with prior approval of the exhibiting company. Failure to obtain prior consent may result in removal from the exhibit hall.

16. VIOLATION OF RULES AND REGULATIONS

Violation of this Contract or any rules and regulations governing the Event, including those published in the Exhibitor Service Manual, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all exhibit space payments; or the Exhibitor may be prohibited from exhibiting at the future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law or equity. No delay by Show Management in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Show Management of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

17. SOUND, LIGHTING AND/OR LASER DEVICES

Exhibitor is prohibited without express written approval from Show Management, from the use of devices for mechanical reproduction of sound or music as well as lasers. Any permitted use must be controlled and maintained at a conversational level; sound, lighting and/or laser beams must not be projected outside of the exhibit booth. Show Management may immediately discontinue the use of any sound system, lighting or laser device that does not comply with this paragraph. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

18. OUTSIDE EXHIBITS/HOSPITALITY SUITES

Exhibitor is prohibited, without express written approval from Show Management, from displaying products/services and/or other advertising material in areas outside its exhibit space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any IFCEE-sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. All requests for a hospitality suite or public function space must be made through Show Management. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, IFCEE Show Management

reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

19. ASSUMPTION OF RISKS; RELEASES

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Show Management shall not be responsible for any business loss, loss of profits, injury, damage or expense, of whatever nature that the Exhibitor may suffer due to event cancellation as a result of conditions that render the event impracticable. Causes of impracticability include, but without limitation, casualty, explosion, fire, lightning, utility interruption, flood, weather, pandemic or epidemic, hurricane, tornado, earthquake or other acts of God, terrorism, riots or civil disturbances, or any law, ordinance, rule or regulation.

Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Show Management nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Show Management nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, all risks, losses, damages and liabilities described in this paragraph.

Exhibitor authorizes release of all photographs and video that may be taken during the event by Show Management to be used for any lawful purpose.