

# Terms & Conditions

## 1. ASSIGNMENT OF EXHIBIT SPACE

Exhibit space will be assigned in the order reservations are received. Exhibit Management shall use its best efforts to locate the booth in one of the locations designated by Exhibitor elsewhere in this agreement. Notwithstanding the above, Exhibit Management reserves the right to change location assignments when such action is deemed to be in the best interest of the Exhibition. Instances involving relocation of a booth due to unforeseen circumstances or acts of God shall be governed by the provision "Cancellation, Postponement, or Relocation of Exhibition," below. Exhibitor agrees that its exhibit shall be admitted into the Exhibition and shall remain from day to day solely on strict compliance with all the rules herein described. Exhibit Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or any Exhibitor with cause if exhibit is unsuitable to or not consistent with the character of the Exhibition. Exhibit Management's liability for rejection with cause shall be limited to a refund to the Exhibitor of the amount of rental unearned at the time of ejection. However, if an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reason, no return of rental shall be made.

## 2. RENTAL OF SPACE AND ITS USE

Rental includes the following exhibit equipment: 8'-high backwall, 3'-high side rails, one 6' draped table, two chairs, one 500w 120v duplex electrical outlet, plus an ID sign featuring the Exhibitor's company name and booth number. Hanging Signs: All hanging signs require written approval from Exhibit Management. Twenty-four hour general security and general aisle cleaning are provided. Standard Exhibits: Regular and specially built back walls including signs may not exceed an overall height of 8'. Low side dividers between exhibits should not exceed 3' in height. If a high divider is desired, it cannot exceed 8' in height nor extend from the back wall more than one-half of the depth of the space. Crossover or Area Displays: These must be constructed as two standard 8'-high exhibits facing each other across an aisle...but connected by one or two exhibitor's name signs (18"-high with lettering 12"-high maximum) which bridge the two exhibits at a level 8'-high at sign base. Signs must be at least 3' from ends of exhibit. A floor covering cannot be placed in the aisle between the two exhibits. No displays or obstructions may be placed in normal aisle area. Cubistic or Free-Form Displays: These may be constructed in any manner desired, within the areas designated, except the upper 40% of each display must be at least 50% open. Island Exhibits: These have four open sides. This type of exhibit must limit any walls or other display items to 16' in height, where sufficient clearance exists, with length of walls or items not to exceed one-half the depth and width of the space. Special designs may be submitted to Exhibit Management for approval. Peninsula Exhibits: These face three aisles. This type of exhibit must limit the length of the back wall to one-half the width of the space, centered, and back wall and any other display item must not be more than 8' in height.

## 3. SUBLETTING OF SPACE

The Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned or have representatives, equipment, or materials from firms other than its own in the Exhibit Space without written consent of Exhibit Management. Only one company shall be considered as the Exhibitor; any other company or unity in the Exhibit Space shall be considered a subsidiary or affiliate.

## 4. INSTALLATION AND DISMANTLING

The Exhibitor explicitly agrees that in the event it fails to install its products in assigned Exhibit Space or fails to remit payment for required space rental at time specified, Exhibit Management shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper. In addition, the Exhibitor shall not dismantle or otherwise interfere with the orderly conduct and display of the Exhibits until the Exhibit Floor is finally closed to the Conference attendees.

## 5. FIRE AND SAFETY REGULATIONS

Exhibitor shall not pack merchandise in paper, straw, excelsior, or any other readily inflammable material. All cartons stored in the Exhibit Building shall be emptied of contents. Exhibitor shall use no inflammable decoration or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof. If required by local law or ordinances, Exhibitor shall have on hand in its Exhibit Space a notarized affidavit establishing that its display materials have been treated during the last year by an approved chemical. All wiring devices and sockets shall be in good condition and meet the requirements of local law.

## 6. UNION LABOR

If required by local ordinances, Exhibitor must comply with all union regulations applicable to installation, dismantling, and display of the Exhibits.

## 7. EXHIBITOR CONDUCT

Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of Exhibit Management is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Exhibit Management, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity immediately. All promotional plans must be submitted to Exhibit Management for approval. Distribution of pamphlets, brochures, or any advertising matter must be confined to the Exhibit Space. Exhibitors are prohibited from bringing alcoholic beverages into Sacramento Convention Center. Exhibitor shall refrain from any action that will distract attendees from attendance at the Exhibit during open hours. Exhibitor shall not lead attendees from one Exhibit Space to another or to elevators or escalators. Exhibitors or any of their representatives shall not conduct themselves in a manner offensive to standards of decency or good taste.

## 8. FILM, SOUND DEVICES, AND LIGHTING

If moving pictures, loudspeakers, or sound devices are used, the Exhibitor agrees to comply with union requirements for the operation of the equipment. Equipment will only be permitted if tuned to conversational level and is not objectionable to neighboring Exhibitors. Operating equipment that emits excessive noise must be run intermittently for specific demonstrations only. Exhibit Management reserves the right to restrict the use of glaring lights or objectionable lighting effects.

## 9. CONTRACTOR SERVICES AND INFORMATION

Where an Official Contractor has been designated to perform services for an Exhibitor—such as the rental of furniture, setup of exhibits, electrical work, plumbing, labor, or any other service—no Exhibitor or representative shall contract for such services with other than the said Official Contractor unless permission has been secured in writing in advance from Exhibit Management. Exhibit Management assumes no responsibility or liability for any of the services performed or materials delivered by the contractors.

## 10. STORAGE

Exhibitor will not be permitted to store packing crates and boxes in the booth or the Sacramento Convention Center during the Exhibition, but these, when properly marked, will be stored and returned to the booth by Service Contractors. It is the Exhibitor's responsibility to mark and identify all crates and boxes. Crates and boxes not properly labeled may be destroyed. No trunks, cases, or packing material shall be brought into or out of the Exhibit Space during Exhibit Hours.

## 11. PHOTOGRAPHS

No photographs shall be taken without the prior consent of Exhibit Management or the Exhibitors involved.

## 12. LIABILITY AND INSURANCE

All property of the Exhibitor remains under its care, custody and control in transit to and from the Sacramento Convention Center, during installation and removal, and while it is within the confines of the Sacramento Convention Center. Neither Exhibit Management, CCSA, or the Exhibition Sponsor, the owners or management of the Sacramento Convention Center nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism, or other causes, and the Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of Exhibit Management, CCSA, the owners or management of the Exhibit Hall, or the Exhibition Sponsor, their agents or employees, arising out of Exhibit Management's, CCSA's, the owners or managers of the Sacramento Convention Center or Exhibitors Sponsor's duties and responsibilities under this agreement. Exhibitor understands that neither Exhibit Management, the Sacramento Convention Center, nor the Exhibition Sponsor carry business interruption and/or property damage insurance coverage for loss or damage of Exhibitor's property. The Exhibitor agrees to obtain the following insurance during the dates of the Exhibition, including move-in and move-out days and shall be prepared to furnish a certificate of insurance to Exhibit Management if requested: (a) Commercial general liability insurance coverage including protective and contractual liability for bodily injury and property damage; (b) Employers liability insurance; (c) Worker's Compensation/Occupational Disease coverage in full compliance with federal and state laws; (d) Comprehensive General Liability Automobile insurance

## 13. HOLD HARMLESS AND INDEMNIFICATION

This agreement shall not constitute nor be considered a partnership, joint venture, or agency relationship between the Exhibition Sponsor, Exhibit Management, CCSA, Exhibitor and the Sacramento Convention Center. Exhibitor hereby agrees to indemnify, hold harmless and defend the Exhibition Sponsor, Exhibit Management, CCSA and the Sacramento Convention Center, and their respective officers, directors, and employees (Indemnitees) from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever as they arise (including but not limited to court costs, interest and attorney's fees) which the Indemnitees may incur, suffer, be part to, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission or breach of these terms, conditions, and rules, or violation of any ordinance or statute by Exhibitor or any of its employees or agents. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees, and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless, and defend the Indemnitees as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the acts or omission of its agents, employees, or independent contractors whether acting within or without the scope of their authority. Exhibition Sponsor and Exhibit Management hereby each agree to indemnify, hold harmless and defend the Exhibitor and its respective officers, directors, and employees (Indemnitees) from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever as they arise (including but not limited to court costs interest and attorney's fees) which the Indemnitees may incur, suffer, be part to, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission or breach of these terms, conditions, and rules, or violation of any ordinance or statute by Exhibition Sponsor and/or Exhibit Management or any of their employees, or agents. Exhibition Sponsor and Exhibit Management assumes full responsibility and liability for the actions of their agents, employees, and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless, and defend the Indemnitees as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the acts or omission of their agents, employees, or independent contractors whether acting within or without the scope of their authority.

## 14. CANCELLATION, POSTPONEMENT OR RELOCATION OF EXHIBITION

In the event that any unforeseen occurrence, or acts of God, shall render the fulfillment of this agreement impossible by Exhibit Management, the parties shall mutually amend or terminate the agreement at Exhibit Management's option. In such circumstances, Exhibit Management's sole responsibility to Exhibitor shall be a full refund of all rental fees paid by Exhibitor. No monies will be returned should the dates or location of the Exhibition be changed by Exhibit Management, but Exhibitor will be assigned space that the Exhibitor agrees to use under these same rules and regulations. Exhibit Management shall not be financially liable in the event the Exhibition is interrupted, canceled, moved, or dates changed except as provided herein.

## 15. EXHIBITOR CANCELLATION

Cancellation of any portion of this Application/Contract by the Exhibitor will be accepted only at the discretion of Exhibit Management and then only based upon the following refunds: Prior to or on November 9, 2007: 75% refund of deposit on cancelled space; after November 9, 2007, but before or on January 18, 2008: 25% refund of deposit on cancelled space; after January 18, 2008: no refund. Except as the Exhibitor's rental obligation may be reduced as set forth in the preceding sentence, the Exhibitor is responsible for total booth rental irrespective of the reason for the cancellation by the Exhibitor including the failure of an Exhibit to arrive for any reason.

## 16. AGREEMENT OF TERMS, CONDITIONS, AND RULES

Exhibitor agrees to observe and abide by the foregoing Terms, Conditions and Rules and by such additional Terms, Conditions, and Rules made by Exhibit Management from time to time for the efficient or safe operation of the Exhibit, including, but not limited to, those contained in this Contract. In addition to Exhibit Management's right to close an Exhibit and withdraw its acceptance of this Application/Contract, Exhibit Management in its sole judgment may refuse to consider for participation in future Exhibits an Exhibitor who violates or fails to abide by all such Terms, Conditions, and Rules. There is no other agreement or warranty between the Exhibitor and Exhibit Management except as set forth in this document. The rights of Exhibit Management and the Exhibitor under this Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of the respective parties.