

2020 Terms & Conditions

Use of Space

Supplier agrees not to assign, sublet or share allocated space without the knowledge and prior written consent of Allegra Network LLC or its affiliates (together known as "Host Party"). Supplier will not be permitted to display outside the confines of the assigned booth space in the Exposition area. Supplier must show only products or services dealt in during the regular course of its business and approved by Host Party, except as otherwise specifically allowed by Host Party. Supplier may not promote or represent any other Supplier's products or services in its booth. Unless part of a demonstration, or integrated into a solution provided by Supplier, no other Supplier's hardware or software may be exhibited. Signs or banners, printed materials such as specification sheets or brochures, advertising or any other form of promotion which suggests another Supplier's presence as a Supplier within Supplier's space are strictly forbidden. Violation of these regulations, or failure to correct such a violation, may result in removal of Supplier's booth from the Exposition by Host Party.

Available Services

On behalf of the Supplier, Host Party has designated GEMS to provide the following: drayage, machinery moving, cartage, machinery erection, furniture, booth and floor decorations, signs, photographs, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the then-prevailing rates. Contractors and rates will be listed in the Supplier Service Kit to be issued separately. Host Party assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and/or organizations. Arrangement for these services and payment are to be made between Supplier and official Exposition contractors.

Insurance

Host Party shall not be liable for damage or loss to any Supplier's properties through theft, fire, accident or any other destructive cause, whether the result of negligence or otherwise. Supplier shall insure its own exhibit and display materials. Supplier must carry Public Liability Insurance with limits of not less than \$500,000.00 any one injury, \$1,000,000.00 any one accident, and \$250,000.00 property damage. Supplier will obtain a waiver from its insurance carrier(s) of carrier's(s') subrogation rights against Host Party, and their respective officers, employees and agents. Host Party assume no liability for injury that may occur to visitors to the Exposition or for any damage to any property. Supplier agrees to indemnify, defend, and hold harmless Host Party, their respective officers, employees and agents, against all claims for bodily injury, property damage, and/or any other claim arising out of Supplier's participation in the Exposition, or caused by its employees, representatives, contractors, or property in its possession or control.

Height and Construction Restrictions

A - The standard exhibit booth equipment has back wall 8 feet high and dividing sidewalls 3 feet high. The rear half of each sidewall may extend to the height of the back wall. The front half of the sidewall can be no higher than 3 feet.

B - Equipment or a product that is an integral part of the display, but not part of the booth, may extend above the back wall if approved in advance, in writing, by Host Party.

C - In no instance will the Supplier be permitted to install any item or structure (signs, booth structure, product, etc.) above height of the back wall without advance approval, in writing, by Host Party.

D - All materials within the exhibit booth area including, but not limited to: actual display unit, decorative items, furnishings, labels, flooring, etc. must meet and comply with all national and local facility fire, electrical, plumbing, safety and hazardous material codes. Proper written certification must be available to Host Party at the Supplier’s expense.

E - Host Party retains sole discretion and authority in the placement, arrangement and appearance of all displays.

Storage of Packing Crates and Boxes

Suppliers will not be permitted to store packing crates and/or boxes within their exhibit space during the Exposition. These items, when properly marked, will be stored and returned to the booth by the Exposition contractor at the expense of the Supplier. It is the Supplier’s responsibility to mark and identify their crates and boxes as soon as they are empty or otherwise ready for removal to facilitate the opening of the Exposition. Crates and boxes not properly marked or identified may be lost or destroyed and are not the responsibility of Host Party, its agents and contractors, the Exposition contractor, the facility, or any other representative thereof.

Meeting Rooms and Hospitality or Special Functions

A - The assembling of attendees in any meeting room, hotel suite, or special function room by any Supplier or organization must be approved in advance, in writing by Host Party.

B - Use of meeting facilities or hotels by Suppliers or organizations for sales or business meetings or meal functions, during the meeting dates, must be approved in advance, in writing by Host Party.

C - Violations of the above are grounds for expulsion from the exhibit area and/or restriction from participation in any future Host Party Trade Show.

Disability Provisions

Supplier represents and warrants that (a) that its exhibit will be accessible to the full extent required by law. (b) that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by the ADA including, but not limited to: 36” pathways, ramp capabilities for raised or lowered flooring, and installation of tightly woven carpeting less than 1½” thick to facilitate wheelchair movement. (c) that it shall indemnify and hold harmless Host Party, its agents and contractors, the Exposition contractor, the facility, or any other representative thereof from and against any and all claims and expenses, including attorney’s fees and litigation expenses, that may be incurred by or



asserted against Host Party, its agents and contractors, the Exposition contractor, the facility, or any other representative thereof on the basis of the Suppliers breach of this paragraph or non-compliance with any of the provisions of the ADA.

Royalties and Other Payments

Supplier agrees to pay promptly all royalties, license fees, or other charges due to any person, firm, or corporation by reason of any live or recorded music, or any other kind of entertainment, which the Supplier, its agents, employees, or subtenants plays, stages, or produces within the premises covered by this Contract, including, but not limited to royalties or licensing fees due to BMI, ASCAP, or SESAC. Supplier agrees to indemnify and hold harmless Host Party, its agents and contractors, the Exposition contractor, the facility, or any other representative thereof from and against any and all claims and expenses, including attorney’s fees and litigation expenses, that may be incurred by or asserted against Host Party, its agents and contractors, the Exposition contractor, the facility, or any other representative thereof on the basis of the Suppliers breach of this paragraph.

Union Labor

Supplier is required to observe and comply with all union regulations for the state in which the event is being held, as well as contracts with the facility in which the event is taking place, official service contractors and union labor organizations.

Supplier Appointed Contractors

Suppliers using companies other than the official Exposition contractor must advise Host Party in writing of their intent no later than 30 days prior to the first day of installation. A Supplier Appointed Contractor (VAC) is a company or individual other than the official Exposition contractor listed in this Contract. VAC’s may be present to handle supervision, but are NOT allowed to perform work on-site, or perform labor and equipment unless they are members of the local union jurisdiction. Suppliers utilizing VAC’s agree to indemnify and hold harmless Host Party, its agents and contractors, the Exposition contractor, the facility, or any other representative thereof from and against any and all claims and expenses, including attorney’s fees and litigation expenses, that may be incurred by or asserted against Host Party, its agents and contractors, the Exposition contractor, the facility, or any other representative thereof which may arise due to third party contractor’s presence or actions. Supplier accepts full responsibility for any VAC employed on their behalf and agrees to educate VAC on all show rules and regulations. VAC must provide proof of insurance to Host Party no less than 30 days in advance of installation. Coverage must include General Liability and Automotive Liability Insurance with limits of not less than \$1,000,000.00 any one injury, \$1,000,000.00 any one accident, and \$250,000.00 property damage, Worker’s compensation as required in the state in which the event is taking place, and Employer’s Liability of \$100,000. Umbrella Form Excess Liability may be used to bring coverage up to these requirements. Supplier will obtain a waiver from its said insurance carrier(s) of carrier’s(s’) subrogation rights against Host Party, and their respective officers, employees and agents.

Other Terms and Conditions

Supplier shall comply with all fire laws, electrical codes and all other rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of its exhibit. Supplier shall also comply with all reasonable requests of Host Party and the facility officials with respect to the installation, conduct and disassembly of its exhibit. The exhibit shall be conducted in a decorous manner in order not to be objectionable to other Suppliers, the facility, Host Party or the public. Host Party and the facility reserve the right to close, remove or require changes in any exhibit or to remove any of the Supplier's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to the overall Expo and Exposition, the facility, and other Suppliers or public.

The license granted by this Contract is personal and may not be transferred without the written consent of Host Party. The premises are licensed on as "as is" basis, and Host Party will not be liable for pre-existing conditions of the premises or for conditions arising during the period of the license. Supplier shall return the premises in as good as condition as they were received. Host Party shall in no event be liable to the Supplier in excess of any consideration paid by the Supplier to Host Party, and received by Host Party for branches of Contract or tortuous conduct by Host Party, its agents, representatives and independent contractors whether acting within or of the scope of their authority; by agents, representatives or independent contractors of the facility, or by the general public Host Party shall not be liable for failure to perform its obligations under this Contract due to strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing or otherwise participating in the Supplier's booth is deemed to be the invitee or licensee of the Supplier rather than the invitee or licensee of Host Party. Host Party shall not be liable for injury of any type from any cause to property of the Supplier or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the Supplier. Supplier assumes full responsibility and liability for the actions of its agents, employees or independent contractors, whether acting within or outside of the scope of their authority and agrees to hold harmless Host Party from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees or independent contractors, whether acting within or outside of the scope of their authority.

