

# Exhibitor and Sponsorship Terms and Conditions

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THIS INFORMATION IS CONSIDERED PART OF THE EXHIBITOR AND SPONSORSHIP AGREEMENT. IT IS THE RESPONSIBILITY OF EACH EXHIBITING PARTNER TO KNOW AND UNDERSTAND THESE TERMS AND CONDITIONS.**

## **1. Character of Exhibit:**

HIUG reserves the right to judge the appropriateness of any exhibit and to decline to permit an exhibitor to conduct or maintain an exhibit if, in the judgment of the management, said exhibitor or exhibit or proposed exhibit shall, in any respect, be deemed unsuitable. This agreement relates to persons, conduct, articles or merchandise, printed matter, souvenirs or catalogs without limitation, which might negatively affect the character of the exposition. In the event that HIUG shall determine that the conduct of any agents, or servants, is not in keeping with the character of the exposition, the management may, at any time, without notice, terminate the contract for space entered into with said exhibit and, with or without process of law, remove exhibitor, its employees, agents, servants, and all of the property of the exhibitor from the space contracted for and from the exposition. No exhibitor shall have any right or claim against HIUG on account of any action so taken. The determination of the management as to the suitability of any exhibitor, exhibit, or proposed exhibit or as to whether the conduct of any person is in keeping with the character of the exposition shall, in each instance, be final. Further, the exhibitor agrees that it will not demonstrate products at this exposition that HIUG reasonably determines to be competitive with products of HIUG. If the exhibitor demonstrates competitive products, the exhibitor, its employees, agents, and servants may be removed from, or refused admittance to the event. If admittance is refused or if Exhibitor is removed, Exhibitor will remain liable for the cancellation penalty.

## **2. Exhibitor's Representative:**

Each exhibiting organization must name at least one person to be its authorized official representative. At least one representative must be at your booth during all regular hours that the Expo is open.

## **3. Exhibits Indemnification:**

Exhibitor shall be fully responsible to pay for any and all damage to property owned by JW Marriott Desert Ridge, its owners or managers that results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless JW Marriott, HIUG, Blackburn Consulting and their owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof. In addition, Exhibitor acknowledges that neither HIUG, JW Marriott Desert Ridge, Blackburn Consulting, nor any of the exhibit facilities maintain insurance covering Exhibitor's intellectual and/or physical property, and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such

losses by Exhibitor, Exhibitor's Agents, and representatives.

## **4. Liability and Insurance:**

All property of the exhibitor shall remain under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither the HIUG, its service contractors, the management of the exhibit hall, 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 he may have against any of them by reason of any damage or loss of any property of the exhibitor. It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

## **5. Host Association and Hotel Names and Logos:**

The names and logos of the host Hotel, and HIUG are exclusive property of the host Hotel, and HIUG, respectively. Any unauthorized use of their names and logos is prohibited.

## **6. Termination of Exhibit:**

If the premises where the exhibition is to be housed are destroyed or damaged, or the exposition fails to take place as scheduled or is relocated or interrupted and discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency or for any other reason, this contract may be terminated by HIUG. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of HIUG shall be to return to each exhibitor the exhibitor's fee (including any fees paid for additional sponsorship opportunities).

## **7. Payment for Space and Cancellation Penalties:**

This contract is binding upon signature. ***While Exhibitor may cancel this contract at any time, Exhibitor understands and agrees to pay HIUG the full fee listed on this contract at time of cancellation.*** Full payment is due by the stated date on the contract. If full payment is not received by March 15, 2017 HIUG reserves the right to cancel space & sponsorship reservation. In this instance, exhibitor shall remain liable for payment of the full amount of the contract as a cancellation penalty and HIUG will be entitled to retain any deposit monies paid or due. Exhibitors wishing to cancel or withdraw from the show must do so in writing, by registered mail, or overnight delivery service, prior to March 16, 2018. All exhibitor registration fees are subject to the registration cancellation policies.

## **8. Booth Assignment and Exhibitor Staff Registration:**

HIUG reserves the right to assign final booth location. Preferred booth locations will be offered on a first come first served basis upon receipt of full payment. Discounted registration fees are

only available at time of sponsorship purchase and apply to the prevailing registration fee in force at the time of purchase.

**9. Use of Booth, Subletting of Booth:**

No exhibitor may assign, sublet, or apportion his booth to or with another business entity or individual without the express permission in writing from HIUG. No exhibitor may show or demonstrate products or services other than those manufactured or handled in the normal course of his business.

**10. Booth Setup:**

Booth Set-up must be complete by the time noted on the conference website for Exhibitor Move-in. If the exhibitor is not present in the vendor hall setting up their booth 1 hour prior to end of vendor move-in timeframe for 10 x 20 booths or smaller, HIUG reserves the right to have the show decorator set-up their booth if the booth is present. All costs for the set-up and related charges will be billed to the exhibitor.

**11. Exhibitor Kit, Official Exhibits Contractor:**

The Exhibitor Kit will be made available on the conference web site. It can be downloaded and as such will not be mailed in printed form. All policies, rules, and regulations contained in the Exhibitor Kit or its equivalent as provided by HIUG are hereby incorporated by reference and made part of this contract. The kit has been assembled by our official exhibits contractor, and provides information pertaining to exhibits hours, setup and take down times, standard booth information, shipping instructions and cutoff dates, freight storage costs, etc. It is the responsibility of each exhibitor to obtain this information and to ensure that they are aware of all rules, guidelines, and critical dates regarding set up, take down, acceptable display configurations, and shipping, as well as any additional services required such as electrical, audio/video, etc. Exhibitors wishing to have displays that do not conform to the standard booth layout must provide the HIUG with a copy of their proposed display plans for approval by April 1, 2018.

**12. Exhibitor Badges, Registration & Exhibits Staffing:**

Exhibitor staff must register as regular attendees through the online registration system, or onsite (at prevailing rates). Exhibitor booths must be staffed at all times during show hours. Exhibitor's must not pack, remove, or dismantle, their booth prior to the close of the show. Exhibitor staff not on booth duty may attend conference sessions with the appropriate registration.

**13. Restrictions:**

Exhibitors must confine activities to their demonstration area.

Distribution of literature and/or conducting surveys in the aisles of the show is not permitted. Promotional activities and giveaways are permitted only in your designated area. All exhibitor representatives must be properly attired and agree to conduct themselves in a professional manner.

**14. Waiver:**

HIUG shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by HIUG. No delay or omission by HIUG in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to, or a waiver of, any right or remedy on any future occasion.

**15. Attorney's Fees:**

Should HIUG find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement to protect in any manner its interest or interests under this agreement. HIUG, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

**16. Americans with Disabilities Act:**

Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless HIUG, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

**17. Social Functions/Special Events:**

Any social function or special event planned by an exhibiting company, to take place during the Interact 2018 conference, must be pre-approved by HIUG.

**18. Other Regulations:**

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of HIUG. **HIUG SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED ANY AMENDMENTS, WHEN MADE, ARE BROUGHT TO THE NOTICE OF EXHIBITORS. EACH EXHIBITOR, FOR HIMSELF AND HIS EMPLOYEES, AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE.**