

Exhibitor Terms and Conditions

1. **APPLICATIONS.** Applications for exhibit tables must be made through the online form created by Virginia Advanced Study Strategies, (referred to henceforth as VASS), completed as requested and accompanied by the required payment. No applications will be accepted after Friday, July 5, 2019. VASS reserves the right to cancel or refuse rental of display space to any person or company whose conduct or display of goods is, in the opinion of management, incompatible with the general character and objectives of the exposition.
2. **EXHIBIT SPACE AND FLOOR PLAN.** The exhibit floor plan for this event will normally be maintained as initially offered. VASS reserves the right to modify the plan to the extent necessary for the best interests of the exhibitors and VASS or to correct inaccuracies or errors. VASS also reserves the right to modify the plan to the extent necessary for the best interests of the exhibition. VASS reserves the right to adjust schedules, dates, location, etc. of the exhibition due to acts of God, acts of terrorism, and/or weather events. Notice of these changes will be advertised and published via website, email notification, and/or other means of announcement.
3. **TABLE ASSIGNMENT.** VASS will assign available tables in the order of receipt of the completed application accompanied by the required payment. Acceptance of this application and official notification of the assigned table space will be communicated via email and posted on our website at www.vaadvstudies.org. VASS reserves the right to assign or reassign table space so that the arrangement of the exhibit is in the best interest of attendees, exhibitors as a group, and the exhibition as a whole.
4. **TABLE SPACE RENT.** The rental cost for each table is specified on the exhibitor application. The space rent includes standard table equipment listed in the “Rules and Regulations, Standard Table Equipment” paragraph.
5. **CANCELLATION AND WITHDRAWAL.** Any applicant who cancels the contract, fails to show at the exhibit, or withdraws from the exhibit after application has been submitted, agrees that any amount paid to VASS before cancellation or withdrawal, by payment or otherwise, shall be retained by VASS and applied in whole satisfaction. The applicant will notify VASS in writing upon cancellation. Applicants that violate this rule may face sanctions from future VASS conferences.
6. **INDEMNITY AND LIMITATION ON LIABILITY.** The applicant hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save the Hilton Norfolk The Main, its owners, its operator, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of Hotel and its employees and agents.

The applicant covenants and agrees to hold and save harmless VASS and its respective officers, agents, and employees of each (collectively referred to as exhibit management) from any and all claims of liability, damage, or expense resulting from any injury to or death of any person, including applicant's employees, agents, and contractors, occurring within the buildings or grounds of the Hotel properties, or resulting directly or indirectly from any act or omission of applicant including any failure of applicant to comply with any of the terms and conditions of this application and contract, any of the conference and exhibit rules and regulations, any rules and regulations of the exhibit space, and any laws of the City of Norfolk, Commonwealth of Virginia, and of the United States.

Applicant agrees to indemnify each and every member of the exhibit management group for any and all costs and liabilities incurred in defense of any such claim, including all expenses, attorneys' fees, and any judgments awarded or settlement amounts agreed to. It is agreed that exhibit management shall not be responsible for any loss, damage, or theft of any property of any persons, including the applicant and its employees, agents, and contractors, while in transit to or from the exhibit hall, while in the exhibit space or otherwise.

Applicant is a licensee of exhibit space only and not an agent, employee, partner, or joint venture of or with VASS.

Applicant agrees that it is solely responsible for its costs of doing business and agrees to hold VASS harmless from any obligations incurred by the applicant as a result of contracting for any goods or services connected with the exhibition or with the Hotel, service contractors, or other persons or companies and to indemnify VASS for any costs or liabilities incurred in defending any such claims against VASS, including attorney's fees, expenses, and any judgments awarded or settlement amounts agreed to.

- 7. INSURANCE.** The applicant shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this agreement, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage.

The applicant shall maintain in force at all times during the exhibit, at its sole expense, comprehensive public liability insurance covering bodily injury and death to persons and property damage and property insurance protection against any loss, theft or damage to applicant's property. Such policies must name VASS, Hilton Norfolk The Main, and their operators as an additional insured and all rights of subrogation against VASS, the Hotel, and their respective officers, employees, agents, and contractors must be waived.

The applicant acknowledges that neither Hotel, its owners, nor its operator maintain insurance covering applicant's property and that it is the sole responsibility of the applicant to obtain business interruption and property damage insurance insuring any losses. The Applicant agrees to furnish a certificate of insurance to VASS if requested.

- 8. GOVERNING DOCUMENTS AND LAWS.** Applicant expressly understands and agrees to be bound by all terms and conditions and rules and regulations contained in this application and contract for an exhibit table, the exhibit rules and regulations, including any amendments which may be issued, the master lease between VASS and the Hilton Norfolk The Main, and the exhibit space rules and regulations, copies or pertinent extracts of which can be made available upon request. All amendments will be posted on the VASS website.

The applicant, its representative or its employees shall not engage in any display, publication, performance, or other activity which is in conflict with any federal, state, or local law, regulation, rule or ordinance. Exhibitors cannot display or bring into the exhibit any animal, bird, fish, or other non-human creature without prior authorization from management.

- 9. SURRENDER OF SPACE.** Applicant's license for the exhibit table expires at the earlier deadline for move-out or actual vacation of the exhibit space. Applicant will surrender the space occupied by applicant at the expiration of the license in the same condition as it was at the commencement of occupation.

Applicant assumes sole and total responsibility for any damage to the exhibit space due to construction, use, or dismantling of applicant's exhibit and will reimburse VASS for any charges assessed by Hilton Norfolk The Main for damage caused by applicant paid by VASS, including charges for failing to vacate the premises in a timely manner.

- 10. SUBLETTING SPACE:** Applicants shall not reassign, sublease, or share assigned exhibit space with any person, firm, or other entity and agrees not to exhibit, advertise, or offer for sale goods other than those manufactured or sold by the applicant in the regular course of business, without approval.

- 11. VIOLATIONS.** The interpretation and application of these terms and conditions and documents incorporated by reference are the sole responsibility of VASS. Violation by applicant of these terms and conditions shall subject the applicant to cancellation of its contract to occupy exhibit space and to retention by VASS of all monies paid. VASS reserves the right to restrict exhibits which become objectionable because of noise, operational methods, rules violations, or any other reason and may prohibit or evict any exhibit, which in VASS's sole opinion, may detract from the general character of the exhibition as a whole. In the event of such restriction or eviction, VASS will not be liable for any refunds or expenses of applicant. If VASS must engage an attorney to collect amounts due under this agreement, applicant agrees to pay all reasonable attorneys' fees and expenses incurred by VASS.

- 12. AMENDMENTS.** If any unforeseen event renders it necessary, VASS has sole power to interpret or amend these terms and conditions and those documents included by reference. Any other changes in the terms and conditions and rules and regulations will be posted to the VASS website. The applicant agrees to abide by any rules or regulations that may hereafter be adopted.

RULES & REGULATIONS

EXHIBIT HOURS:

Wednesday, July 24th: 6:00 PM – 8:00 PM (exhibit setup)

Thursday, July 25th: 7:00 AM – 5:00 PM

Friday, July 26th: 7:00 AM – 12:00 PM

STANDARD EXHIBIT EQUIPMENT & BENEFITS: Standard exhibit equipment is furnished to all exhibitors who occupy any and all exhibit configurations.

Standard table equipment consists of:

1. One 6' Table, draped
2. Two chairs
3. WiFi
4. Carpeting, Wastebasket

Standard benefits include the following:

1. One complimentary conference registration (additional staff will need to register separately)
2. Two-line Identification sign – lettered with exhibitor's name, city, and state
3. Listing in The Strategies Xchange program booklet directory
4. 15% discount on program booklet advertising

Exhibit fees include exhibit space, general cleaning of the aisles, lighting, heating and ventilation, and does not include drayage, decoration, security services, labor or storage of display materials and exhibit merchandise prior to and following scheduled exhibition, or excessive trash removal.

CHARGEABLE EXHIBIT TABLE SERVICES: Except for those listed above, exhibit services and/or furnishings required by an exhibitor are not included in the exhibit table fee. Up to two additional 6' tables can be requested for an additional fee of \$50 each. Applicants can request electricity via the exhibit application form for an additional fee of \$30.

ELECTRICAL POWER: For applicants who pay for access to electricity at their table, one standard 110-volt outlet per exhibit will be provided. The exhibitor shall use reasonable care to prevent any interruption in electrical service. Neither VASS, nor their service contractors, shall be held responsible for any breakage of machinery, products or equipment, lost data or information on software, or any other loss of or damage to property, which may occur due to power surges, interruption, or general failures in power.

INSTALLATION OF EXHIBITS: Installation of exhibits will begin on Wednesday, July 24th at 6:00 PM and must be completely installed by Wednesday evening at 8:00 PM. No exhibit or display materials of any kind will be received at the in the exhibit space after 8:00 PM Wednesday, July 24th and only last-minute preparations or placing of furniture, etc. will be permitted after 7:00 AM and before 8:00 AM, Thursday,

July 25th. No installation or construction work will be permitted during the hours when the Exhibition is open.

STORAGE: Hotel has limited storage space for crates, palettes, or other large containers. All empty crates, boxes, skids, etc. will be removed from the exhibit floor before the show opens.

CHARACTER OF DISPLAYS: VASS reserves the right to approve the character of any display, and to prohibit any display which, because of noise or other objectionable features, detracts from the educational character of the exhibit. Promotional devices, which are over-aggressive or inappropriate in character, will not be permitted.

BEVERAGES AND FOOD: VASS will permit limited distribution of food and beverages by exhibitors within their exhibit space. The following will be allowed:

- Small edibles, such as candies or chocolates.
- Light refreshments, such as coffee, soda, Danish and snacks.

Exhibitors who choose to serve food and/or beverages will be responsible for the general housekeeping and cleanliness of their exhibit space and all areas nearby so that neighboring exhibitors are not disturbed. No negative effects on surrounding exhibit tables will be permitted. Lines may not form in aisles or otherwise interfere with traffic at neighboring exhibits.

Under no circumstances will the following be allowed without express permission from VASS:

- Alcoholic beverages (before or during show hours).
- Food preparation emitting odors or smoke.
- Popcorn, peanuts, potato chips and/or other food products that cause housekeeping concerns.

If you are uncertain whether the food or beverage distribution you are planning is permissible, please call VASS for a ruling. VASS reserves the right to approve or and/or disapprove the distribution of food and beverages from exhibitors' tables.

DISTRIBUTION OF MATERIALS: The distribution of literature, samples, catalogues, pamphlets, publications, souvenirs, etc., is allowed within your assigned exhibit space. The distribution of such material is acceptable only if these items are pertinent to the exhibiting company and the exhibition. No exhibitors' material may be distributed, or in any way made available outside of the exhibit table on Hotel property.

USE OF SOUND DEVICES: Use of sound slides, videotape, loud speakers, or other sound devices is subject to the approval of VASS. The sound volume must be maintained at a level that avoids interference with neighboring exhibitors. When objections are raised, it may be necessary for VASS to either prohibit the use of such offending sound devices or to limit its operation.

MOTION PICTURES AND SLIDES: Use of slides and videotapes will be permitted if they are confined to products, services, techniques or applications directly associated with that exhibitor's product or services. Those for entertainment will not be permitted. Exhibitors are solely responsible for compliance with all copyright laws and requirements for royalties for use of any audio or visual material. Exhibitors will indemnify the exhibit hall management for any expenses or damages incurred as a result of noncompliance by exhibitors with regard to such laws and requirements.

PHOTOGRAPHY AND VIDEOTAPING: Members of the working press and all properly badged exhibitors may take photos of another exhibitor's product or table provided:

- Permission has been granted by those whose product and/or display is to be photographed.
- The exhibit must have a representative of that company present, whose product and/or display is to be photographed.

These rules also apply to videotaping, with the additional provision that anyone who wishes to videotape any portion of the conference or exhibition must obtain written permission from VASS. Additionally, an unedited copy of the videotape must be furnished to VASS within 30 days after the event.

NOISE: While the operation of products and equipment is encouraged, such operation must be at a sound level, which is not objectionable to neighboring exhibitors. If so, VASS reserves the right to limit the operation of any such offending products or equipment. If a complaint is received on the noise level of sound devices or equipment, VASS will promptly and solely determine the validity of the complaint and the necessary corrective action, if any.

FIRE, SAFETY, & HEALTH: Federal, State, and City laws regarding installation and operation of equipment must be strictly observed. All display materials must be flame retardant. Inflammable fluids, substances or materials of any nature may not be brought into the exhibit space. All materials and installations must comply with local fire department and Underwriters' Laboratories Rules and Regulations. All hangings must clear the floor. Electrical wiring must conform with all local and state government requirements and to National Electrical Code Safety Rules.

If inspection indicates that any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards the right is reserved to cancel all or such part of the exhibit as may be irregular.

SIGNS-ILLUMINATIONS: The use of flashing signs or other lighting effects that cause unpleasant reflections or interfere with other exhibitors is prohibited.

EXHIBITOR PROPERTY & MATERIALS: Every reasonable precaution will be taken to protect property. VASS is not a bailee, insurer, or guarantor of the safety of exhibitor's property and does not assume liability for loss or damage to it. Exhibitors will insure their own property. All property of the exhibitor is understood to remain under its custody and control at all times, including while in transit to or from or within the confines of the exhibit space. Small Equipment and products should be kept in a safe place whenever the exhibitor's table is unmanned.

LIABILITY: VASS will not be liable for any injury, loss, or damage which may be sustained by any person who may be on the premises leased to an exhibitor, or watching, observing, or participating in any demonstration or exhibit of exhibitors.

HOTELS RESERVATIONS: Room reservation costs are not included in the exhibitor fee, however, exhibitors may reserve rooms for a discounted rate through the link provided in their registration confirmation.

EXHIBIT TABLE PERSONNEL: During all hours the exhibit is open, each exhibit table must be attended by persons technically qualified to explain and demonstrate the equipment or services displayed. VASS will pre-register through the conference registration form located on the VASS website and issue exhibitor badges to exhibit personnel onsite July 25, 2019. Exhibitors will be allowed one regular personnel/per exhibit. Any additional personnel will be charged a registration fee. Individuals working at the exhibit table must have an exhibitor or attendee badge. Violations may cause the exhibit to be closed by VASS without refund. Holders of exhibitor's badges may enter their exhibit space 30 minutes before the official exhibit opening time each day. Earlier entry must be specially arranged with VASS.

ATTENDEE ADMISSION TO EXHIBIT: Admission to The Strategies Xchange and its exhibits is limited to persons who have pre-registered for the conference. Admission to exhibits is confined to those hours during which the exhibition is scheduled to be open to visitors.

ATTENDEE BADGES: An official VASS attendee badge must be worn at the exhibition by attendees at all times and is non transferrable.

REMOVAL OF EXHIBITS: All exhibits must remain intact until final closing time at 12:00 PM, Friday, July 25th. Vendors that violate this rule may face sanctions from future VASS conferences. Plan accordingly.

VANS, TRAILERS, DISPLAY VEHICLES: Vehicles used for entertainment or displays that are parked outside the Hotel will not be allowed without prior written permission from VASS.

PROFESSIONAL DRESS CODE: Models, demonstrators, entertainers, hostesses, and other personnel employed or engaged by an exhibiting company shall be attired in a professional and tasteful manner. Failure of an exhibitor to meet this requirement is direct cause for immediate removal from the exhibit. VASS staff shall have total authority in the interpretation of this policy and in its implementation.

OBSCENITY: Obscene or vulgar language emanating from an exhibit table either by exhibitor, pitchman or recording devices will not be tolerated. VASS reserves the right to prohibit the use of such language and to remove from the floor any exhibitor or pitchman who uses such language.