



TERMS AND CONDITIONS FOR EXHIBITORS

1. Contract for Exhibit Space. As used herein, "Exhibitor" shall mean the company listed on the application, "Trade Show" shall mean the trade show to be held in conjunction with the symposium described on the application (the "Symposium") and the Convention Center" shall mean the Henry B. Gonzalez Convention Center stated on the application at which the Symposium and Trade Show will be held. The application and these terms and conditions will become a binding contract only when signed by The United States Geospatial Intelligence Foundation (USGIF) and returned to the applicant. The contract will consist of the application, these terms and conditions and the Exhibitor Manual, a copy of which shall be provided to Exhibitor prior to the start of the Trade Show.

By submitting the application, Exhibitor releases USGIF, the Convention Center and all Symposium contractors and their respective affiliates, employees, officers, mortgagors, and Trade Show contractors (collectively, the "Indemnitees") from any and all liabilities that may arise or be asserted as a result of submission of an application or of Exhibitor's participation in the Symposium. Acceptance of an application does not imply endorsement by USGIF of Exhibitor's products, nor does rejection imply lack of merit of Exhibitor's products or any manufacturer. USGIF, at its sole discretion, shall have the right to determine eligibility of any company or product for inclusion in the Symposium and shall have the right to rescind the contract within 30 days if the exhibit is deemed to be contrary to the best interests of the Symposium. Upon such rescission, USGIF's sole obligation will be to refund the exhibit fees paid and received by USGIF, as provided in Paragraph 14, unless Exhibitor has breached any condition contained in the application, these terms and conditions, or the Exhibitor Manual.

2. Exhibit Booths. USGIF, at its sole discretion, may prohibit any exhibit that in its opinion is objectionable in design, operation, or otherwise. The exhibit booth must be set up and dismantled no later than the times and dates specified by USGIF. Standard exhibit booth background and side rails, background drape and uniform two-line signs, and wastebasket will be provided without additional charge for standard in-line booths. All other furnishings, equipment, facilities, etc., must be provided by Exhibitor at its own expense and responsibility. Exhibitor shall not apply paint, lacquer, adhesive, or other coating to any building columns, floors, or exhibit booth equipment.

Exhibit booth backgrounds will be eight feet in height, and divider rails will be three feet in height. In the area five feet forward from the rear background of each exhibit booth, display materials shall not exceed eight feet from the building floor. In any portion of the exhibit booth beyond five feet from the rear background of the booth, all parts of the exhibit shall not exceed the height of four feet. Exhibitors are responsible for carpeting their individual exhibit space. Trade Show management will carpet the aisles and public space within the exhibit hall. Exhibitor acknowledges that Exhibitor may be required to use the Convention Center's contractors for services and materials, and agrees to do so.

Without obligation to Exhibitor (including, without limitation, any obligation to adjust the exhibit fee or compensate Exhibitor for relocation costs), USGIF, at its sole discretion shall have the right to move any Exhibitor's location in the exhibit hall for any reason.

3. Use of Exhibit Space. No Exhibitor may sublet, assign, or apportion any part of the space allotted, or represent, advertise, or distribute literature for the products or services of any other firm or individual without the prior express written approval of USGIF. The purposes of Exhibitor's exhibit shall be to inform and educate the intelligence community regarding the characteristics and uses of Exhibitor's products or services. Should the wording on any sign or area in Exhibitor's booth be deemed by USGIF, in its sole discretion, to be contrary in any way to the best interests of the Symposium, Exhibitor shall, at its sole cost and expense, make such changes as requested by USGIF. All exhibit activities must be confined to Exhibitor's contracted booth space.

4. Dismantling. Exhibits may not be dismantled before the close of the Trade Show. Exhibits and all exhibit materials must be removed from the Convention Center no later than the time and date directed by USGIF. Exhibit booths must be left broom clean by Exhibitor. Exhibitor shall be liable for all expenses, including, but not limited to, all storage and handling charges, resulting from Exhibitor's failure to remove exhibit materials from the Convention Center prior to the conclusion of the dismantling period.

5. Booth Representatives. Exhibitor's booth representatives shall be restricted to employees of Exhibitor who are actually working in the exhibit booth. Exhibit booth representatives shall wear the "EXHIBITOR" badge identification furnished by USGIF at all times. USGIF may limit the number of exhibit booth representatives at any time in its sole discretion.

6. Proper Attire and Conduct. Exhibitor's booth representatives' manner, appearance, and dress must be conservative and professional at all times during Trade Show hours. USGIF, at its sole discretion, may remove any Exhibitor representative from the Trade Show due to a breach of this rule. USGIF, in its sole discretion, may shut down or require the removal of any demonstration of services or equipment, interviews, or other exhibit activities if it deems that the rights of other exhibitors are being infringed upon. Exhibitors operating sound motion picture equipment, record players, loudspeakers, or any other noise-creating devices shall do so only at a level which will not interfere with other exhibitors or add unduly to general acoustic inconvenience. USGIF reserves the right, at its sole discretion, to require discontinuance of their use.

7. Music Licensing. If Exhibitor intends to use any music in the exhibit booth, whether live or mechanical, Exhibitor must provide USGIF with a copy of Exhibitor's Licensing Agreement with ASCAP, BMI or other such licensing organization prior to the opening of the Trade Show. Exhibitor shall indemnify and hold harmless the Indemnitees against any actions, claims, demands, liability, damages, settlements or costs (including, without limitation, reasonable attorney's fees) brought against or incurred by any Indemnitee by ASCAP, BMI, or other such licensing organization for the playing of such music.

8. Rejected Displays. Exhibitor agrees that its exhibit shall be admitted to, and shall remain at, the Trade Show solely in strict compliance with these terms and conditions and the Exhibitor Manual. USGIF, at its sole discretion, reserves the right to prohibit or require the immediate removal of any exhibit, in whole or part, or the immediate removal of Exhibitor or any of its representatives, with or without cause. USGIF's sole liability for any such prohibition or removal shall be to refund the Exhibitor fee paid by Exhibitor pro rata based on the period of the Trade Show remaining at the time of prohibition or removal; provided, however, if USGIF requires that an exhibit or Exhibitor be removed due to Exhibitor's breach of any of the obligations stated in the application, these terms and conditions or the Exhibitor Manual, Exhibitor shall not be entitled to any refund of fees paid.

9. Damage to Property. Exhibitor shall be liable for any damage or loss to any property (including, without limitation, that of USGIF, the Convention Center, or any other exhibitor) caused by Exhibitor or its agents, contractors, licensees, invitees, or employees.

10. Fire and Safety Regulations. Exhibitor shall fully comply with all federal, state, county, and municipal laws and regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment. Exhibitor shall fully comply with all state and local fire and safety laws and regulations. Potentially combustible or explosive materials and substances must be flameproof. Packing containers, excelsior, wrappings, and similar materials must be removed from the exhibit area and must not be stored under tables or behind displays.

- 11. Alcoholic Beverages.** Alcoholic beverages are prohibited in the exhibit hall except with the prior express written permission from USGIF.
- 12. Attendance.** USGIF, in its sole discretion, shall control Trade Show admission policies at all times.
- 13. Exhibitor's Admittance During Non-Trade Show Hours.** Exhibit booth representatives will be permitted to enter the exhibit hall one half (1/2) hour before the scheduled opening of the exhibit hall (except for purposes of set-up or dismantling). Exhibitors who require additional time should check with USGIF prior to the start of the Trade Show. Temporary badges will be required for non-Exhibitor company employees during set up and dismantling.
- 14. Failure to Hold Symposium or Trade Show.** If the Symposium and/or Trade Show is cancelled for any reason, this contract shall terminate, and Exhibitor shall waive any claim for damages or compensation. Upon such termination, USGIF shall refund to Exhibitor the fees paid by Exhibitor, less a pro rata share of USGIF's actual expenses incurred in connection with the Trade Show, which shall be calculated based on the amount of floor space (in square feet) assigned to Exhibitor as compared to the total amount of floor space (in square feet) assigned to all exhibitors at the cancelled Symposium or Trade Show. Except as provided in the previous sentence, upon such termination, neither party shall have any further obligation to the other.
- 15. Exhibitor Representative's Responsibility/Indemnity.** In addition to any other obligations of Exhibitor, Exhibitor shall indemnify, hold harmless and defend the Indemnitees against any and all actions, claims, demands, liability, damages, settlements, fines, penalties or costs (including, but not limited to, reasonable attorney's fees) arising or resulting from Exhibitor's, or its agents', contractors', licensees', invitees', or employees' activities or presence at the Symposium (including, without limitation, those resulting from any labor dispute relating to Exhibitor's employees, Exhibitor's breach of these terms and conditions or Exhibitor's failure to comply with any applicable laws, the Exhibitor Manual or USGIF's instructions), and including, without limitation, the injury, death, or damage to the property, of any person (including, without limitation, Exhibitor's employees) and damages (except as expressly provided otherwise in these terms and conditions) to Exhibitor's business, whether or not resulting in whole or in part by the negligence of any person (except the sole negligence of USGIF). IN NO EVENT SHALL USGIF BE LIABLE TO EXHIBITOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT LOSSES OR DAMAGES, WHETHER SUCH LOSSES, DAMAGES, OR CLAIMS ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOST PROFITS. USGIF'S TOTAL LIABILITY TO EXHIBITOR HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY EXHIBITOR TO USGIF.
- 16. Insurance and Liability.** Exhibitor shall obtain and maintain in full force and effect throughout the performance of this contract, at its sole cost and expense, general liability and fire insurance coverage with a limit of at least \$1,000,000 (combined single limit). Prior to the start of the Trade Show, Exhibitor shall furnish to USGIF a certificate of insurance evidencing that the above insurance is in effect. Such certificate shall also name the Indemnitees as additional insureds.
- 17. Americans with Disabilities Act.** Exhibitor acknowledges its responsibilities under the Americans with Disabilities Act (ADA) to make its exhibit booth accessible to handicapped persons. Exhibitor shall indemnify and defend the Indemnitees against any and all actions, claims, demands, liability, damages, settlements, or costs (including, without limitation, reasonable attorney's fees) which may be incident to, arise out of, or be caused by, Exhibitor's failure to comply with the requirements of the ADA.
- 18. Floor Load.** Under no circumstances shall the weight of any equipment or exhibit material exceed the exhibit hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or personal injury resulting from the failure, knowingly or otherwise, to distribute the exhibit material load in conformity with the floor load specifications set forth in the Exhibitor Manual or as otherwise specified by USGIF or the Convention Center.
- 19. Lotteries; Contests.** The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime shall be permitted only upon the prior express written approval of USGIF.
- 20. Restrictions.** USGIF, at its sole discretion reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the Symposium as a whole. USGIF may forbid installation or request removal or discontinuation of any exhibit or promotion which differs substantially from the description provided by Exhibitor and approved by USGIF prior to the Trade Show. In the event of such restrictions or evictions, USGIF shall not be liable for any refund of fees or other compensation to Exhibitor (including, but not limited to, costs of removal or alteration).
- No advertising, displays, demonstrations, conferences, entertainment, symposium registration, or hospitality rooms in the interest of business shall be permitted at the Symposium except by firms that have rented space to exhibit or by permission of USGIF.
- 21. Obstruction of Aisles or Booths.** USGIF, at its sole discretion, may suspend the operation of, or require the dismantling (in whole or in part) of, any Exhibitor's booth if any demonstration or activity results in the obstruction of aisles or prevents ready access to nearby exhibitors' booths.
- 22. Interpretation and Enforcement.** All matters in question not covered by this contract are subject to the decision of USGIF and all decisions so made shall be binding on all parties affected by them.
- 23. Union Restrictions.** Exhibitors are required to observe the provisions of all union contracts in effect between USGIF, their official contractors, and the Convention Center, on the one hand, and various other organizations, on the other hand, as communicated to Exhibitor. USGIF shall not be not responsible for any interferences with the Trade Show caused by disputes involving union personnel and Exhibitor.
- 24. Security.** The provision of any security service shall not be construed as an assumption of obligation or duty by USGIF with respect to the protection of Exhibitor's property. Exhibitor shall indemnify and defend the Indemnitees from and against any liabilities resulting from any loss, damage, theft, or destruction of Exhibitor's property or that of any other exhibitor's exhibit space.
- 25. Conflicting Meetings and Social Activities.** In the interest of the success of the Symposium as a whole, Exhibitor agrees not to extend invitations, hold meetings, or otherwise encourage the absence of Symposium attendees or other exhibitors from the Symposium or exhibit hall during Symposium hours.
- 26. Use of the USGIF Logo.** Exhibitor acknowledges and agrees that the "United States Geospatial Intelligence Foundation (USGIF)" name, logos, and trademarks are the exclusive property of USGIF and may not be used by Exhibitor unless, and to the extent, expressly provided in a separate written agreement with USGIF. Nothing contained in this contract shall give Exhibitor any right to use such name, logos or trademarks including, but not limited to, any right to use in connection with Exhibitor's advertising, products or services. Any unauthorized use of such name, logos or trademarks constitutes a material breach of this contract and, in addition to any other remedies available to USGIF at law or in equity, USGIF may terminate this contract without obligation to refund any fees paid by Exhibitor.
- 27. PAYMENT AND CANCELLATION POLICY.** Any cancellation by Exhibitor shall be subject to the cancellation policy stated in the application. Exhibitor must submit all notices of cancellations in writing to USGIF.



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