



# SPATEC TERMS & CONDITIONS

**1. DEFINITIONS** (a) "Supplier" means the applicant identified on the front hereof; (b) "Event" means the specific exhibitions or conferences identified on the front hereof; (c) "Event Management" means Questex LLC, its respective agents, employees, affiliates and assigns; (d) "Hotel Management" means the owner and manager of the facility in which the Event is conducted, and its employees and agents; and (e) "Hotel" mean the facility in which the Event is conducted.

**2. AGREEMENT** This application, when properly executed by Supplier and upon written acceptance by Event Management, shall constitute a valid and binding license agreement. Event Management reserves the right to accept or refuse any application for participation in the Event in its sole discretion. Event Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Event, including the conditions, rules and regulations stated herein, in Supplier Correspondence, Sponsorship Materials and in the Hotel Management contract, to which Event Management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Supplier agrees to be bound thereby.

**3. USE OF SPACE** Event Management reserves the right to decline, prohibit or expel any exhibit, or item or feature thereof which, in its judgment, is inappropriate or out of keeping with the character of the Event, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Supplier agrees to change the wording of any sign determined by Event Management not to be in the best interest of the Event. Balloons are prohibited. Neon or other gas-based signs are prohibited. Noisy or obstructive exhibits or activities producing objectionable noise or odors are prohibited. Sound amplifying devices may be operated only at levels not objectionable to other Suppliers. Distribution of advertising material and solicitations of any sort shall be restricted to the Supplier's booth. Supplier's products may not extend beyond the limits of the Supplier's assigned space. No Supplier shall assign or sublet or share any part of its assigned space without the consent of Event Management in writing. Any space not occupied by Supplier at the time set for completion of installation of displays will be reassigned at the discretion of Event Management, in which case all amounts paid or payable by Supplier will be forfeited unless special arrangements have been approved in writing by Event Management. Supplier agrees to keep its space open and staffed at all times during the Event hours. **CONSTRUCTION AND ARRANGEMENT** - Standard furnishings is provided by Hotel Management without cost to the Supplier. Rental fees for services and space are not refundable. Suppliers shall be bound by all pertinent laws, codes and regulations of municipal or other authorities, having jurisdiction over the Hotel or the conducting of said exhibit, together with the rules and regulations adopted by Hotel Management.

**4. CHANGE OF SPACE & SCHEDULE** Event Management shall have the right, in its sole discretion, to change Supplier's space assignment after the acceptance of this Agreement if it is deemed to be in the best interest of the Event. In the event that Event Management elects to exercise its right to change Supplier's exhibit space, Supplier will be notified of its newly assigned space. Event Management will make reasonable efforts to ensure that any reassignment will be to a space, which is of the same general style and size as Supplier's original space. Supplier acknowledges and agrees that Event Management may change the dates and/or venue of the Event without the consent of Supplier, and that this Agreement shall remain in full force and effect as to such changed dates and/or venue.

**5. CANCELLATION** In the event Supplier seeks to cancel this license for exhibition space, withdraw from the Event, or reduce its space requirements for the Event, Supplier acknowledges that Event Management would be harmed and suffers loss and that it would be difficult to determine the precise value for or amount of that harm. All cancellations, withdrawals or requests for reduction in space by Supplier must be in writing, by certified mail, return receipt requested. The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. If Supplier cancels, withdraws or reduces its space requirements for the Event, Supplier agrees to pay to Event Management the amounts set forth below if not previously paid by Supplier. Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. Date Written Notice of Cancellation or Reduction in Space Postmarked on or before 120 days of the first day of the first Event. 50% of the Total Fee. Within 120 days of the first day of the Event. 100% of the Total Fee. In the event Supplier, at any time, seeks to cancel this license for space, withdraws from the Event or requests a reduction in space, an administrative and processing fee of \$100.00 will be assessed. If a reduction in space is requested, Supplier's booth space may be moved in the sole discretion of Event Management. Any cancellation or failure of Supplier to actually occupy the space assigned to Supplier may, in Event Management's sole discretion, result in partial or complete forfeiture of Supplier's rights under any applicable sponsorship agreements or opportunities including, but not limited to, the right to present speakers at, or participate in, any conference component of the Event. Cancellation fees cannot be applied toward space at other Events or advertisement. In the event Supplier fails to make any payments as contemplated herein, Supplier shall be deemed in default, and Event Management shall have the right to retain Supplier's deposit and all monies paid as Event Management's non-exclusive remedy, thereby reserving any and all rights under law including, without limitation, Event Management's right to collect the full amount set forth on the front hereof. In the event of default by Supplier, Event Management shall have the right, but not the obligation, to license the subject Event space to another Supplier prior to the Event without any rebate or allowance whatsoever to the Supplier and without in any way releasing said Supplier from any liability hereunder, and said Supplier expressly agrees to pay Event Management the full sum set forth on the front hereof. Supplier shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest. Event Management will not be liable for the fulfillment of this Agreement as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the Hotel being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Event, or for any cause beyond its control. Event Management will, however, in the event of its not being able to hold the Event for any of the above named reasons reimburse Supplier on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc. If Event Management cancels or terminates the Event, for any reason other than stated in the previous paragraph, the Supplier waives all claims it might have against Event Management for damages or expenses and Supplier agrees to accept in complete satisfaction and discharge of all claims against Event Management a refund of all amounts paid by the Supplier to Event Management in accordance with this agreement.

**6. INSURANCE - MANDATORY A.** Supplier agrees to maintain adequate insurance to fully protect Event Management and its affiliates, co-sponsors, service contractors and the Hotel and Hotel Management from any and all claims, arising from Supplier's activities. The foregoing insurance requirement includes claims under the Worker's Compensation Act or for personal injury, death, or for damage to property. Supplier understands that neither Event Management nor the Hall maintains insurance covering the Supplier's property and it is the sole responsibility of the Supplier to obtain such insurance. **B.** Supplier is responsible for any and all damages caused by Supplier or Supplier's agents, employees or guests. Supplier agrees to indemnify, defend and hold harmless Questex LLC, its affiliates, subsidiaries, agents, assigns and employees from and against any liability for loss or damage of any kind, which Supplier may directly or indirectly cause. **C.** Suppliers in the Event must carry: Statutory limits for workers' compensation coverage; and Commercial general liability including products and completed operations, independent contractors personal injury and blanket contractual liability insurance limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. These coverage's must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name Questex LLC and SPATEC as additional insured and be provided to Event Management at least 30 days before the proposed exhibit date.

**7. LIABILITY** Supplier agrees that Event Management, Event Management's service contractors, the Hall and their representatives, employees and agents are not liable for any injury, loss or damage that may occur to Supplier, or to

Supplier's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Agreement. Supplier assumes responsibility and agrees to indemnify, defend and hold Event Management, Hotel Management, their affiliates and their respective employees and agents harmless from and against any claims or expenses arising out of the use of the exhibition premises. Supplier assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Supplier's displays, equipment, employees or representatives. In no event shall Event Management or any of its affiliates be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement. The liability of Event Management and its affiliates and Supplier's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of action, shall be limited to one-half of the fees paid to Event Management hereunder.

**8. AVAILABLE SERVICES** On behalf of the Suppliers, Event Management has designated official Event contractors to provide services and labor as needed which will be available and charged for at the then prevailing rates. Event Management assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangement for these services and payments are to be made between Suppliers and official Event contractors. Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, Supplier agrees to comply with the regulations.

**9. PROTECTION OF FACILITIES** Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the assigned space without permission from the proper building authority. Fluids, caustic or staining, must not be used where they may damage floor coverings.

**10. SUPPLIER MOVE IN, MOVE OUT** The Supplier must make its own arrangements for transportation of their material. Event Management cannot accept or sign for material on behalf of the Supplier. Move in and move out times and access outside of Event hours are limited to those described in the Supplier Service Manual. At such time after the close of the Event as Event Management may specify or upon sooner termination of this Agreement, all exhibits shall be removed and cleared from the space and vacant possession of the space shall be delivered to Event Management in as good and clean order and condition as it was when delivered to Supplier. Suppliers will pay the cost of repairing any damage caused to the Hotel facility by the Supplier and/or its contractors. Any property remaining after the last day designated by Event Management for it to be removed may be held or otherwise disposed of by Event Management or Hotel Management at the Supplier's expense. No property may be removed from the Event before the Event ends.

**11. SAFETY** All display materials used for decoration must be flameproof. All electrical equipment or devices used must be in good operating condition and able to pass fire and/or electrical inspections. Supplier shall cooperate responsibly with local ordinances and Hotel Management rules regarding health, fire prevention and public safety. If inspection of a Supplier's space discloses a failure to comply with any applicable law, code or regulation, or if Event Management determines that all or any part of an exhibit presents a fire hazard or other danger, Event Management may cause the removal of all or a portion at the Supplier's expense.

**12. SECURITY** Supplier agrees that Event Management is not liable for anything facility security does or fails to do. This includes, but is not limited to, damage, theft, or loss sustained by Supplier's exhibit or its representatives.

**13. ATTENDANCE** Event Management shall have sole control over admission policies at all times.

**14. FILMING & VIDEO RECORDING RIGHTS; ELECTRONIC MESSAGES** From time to time, photographs, motion pictures and/or video recordings may be made in the Event, which recordings may include images of Supplier, its employees, agents and related merchandise and displays. Suppliers may not hinder, obstruct or interfere in any way with such photography or recordings whether by Event Management, its agents, attendees or other Suppliers, and hereby consent to Event Management's use of such recordings for commercial purposes. To the extent necessary to fulfill Event Management's express obligations hereunder, Supplier hereby grants Event Management a non-exclusive, royalty-free, revocable, nontransferable worldwide license (without the right to sublicense) to use Supplier's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. By providing Event Management the e-mail addresses set forth on the first page of this Agreement, Supplier hereby consents to receiving unsolicited commercial e-mail messages from Questex LLC, its affiliates, partners and assigns as well as third parties licensed to send such messages to Supplier by any of the foregoing.

**15. EXHIBITION ACTIVITIES** Supplier agrees not to schedule or conduct any outside commercial activity including, but not limited to, receptions, seminars, symposiums and hospitality suites during the Event, whether such activities are held at or away from the Hotel facility, except with the written approval of Event Management.

**16. ERRORS & OMISSIONS** Supplier agrees that Event Management will not be liable in the event of any errors or omissions in the Event's directory listing or in any related materials. Supplier acknowledges and agrees that Event Management makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.

**17. ASSIGNMENT** This Agreement cannot be assigned, in whole or in part, without the written approval of Event Management. Questex LLC may assign this Agreement without the prior written consent of Supplier, and any such assignee shall become "Event Management" for all purposes hereunder and shall acquire all of rights and obligations of Questex LLC hereunder.

**18. SEVERABILITY** If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

**19. COSTS, EXPENSES & ATTORNEYS' FEES** If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

**20. SPONSORSHIP AGREEMENT** All rules and regulations of all applicable sponsorship agreements and related materials are hereby incorporated into this Agreement.

**21. AMERICAN DISABILITIES ACT** Supplier acknowledges and agrees that, in connection with the Event, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Supplier agrees that in connection with the Event, Supplier will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Supplier by attendees of the Event; (ii) assure, at its expense, that displays posted at or on Supplier's booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA

**22. ADDITIONS OR CORRECTIONS** Event Management may amend these terms from time to time in the best interest of the Event upon written notice to Supplier. Supplier agrees to accept notice of additions or amendments and to consider them as part of this Agreement.

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