

# Architecture Expo 2020 Terms and Conditions

**1. Management.** The word "Management" as used herein shall mean the sponsor or its assignee(s) as previously specified in the contract, including any officers, committees, agents, employees or other third party acting for it in the management of the Exhibition.

**2. Eligible Exhibitors and Exhibits.** Exhibitors will be limited to those companies or other entities offering materials, products, or services of specific interest to registrants, as determined by Management in its sole discretion. Management also reserves the right to determine the eligibility of any product for display at the Exhibition. Exhibiting manufacturers' representatives and/or distributors must list their participating principals as the exhibitors of record. Only the company name of the Exhibitor whose name appears upon the face of this contract may be placed on the booth or in the printed list of exhibitors of the Exhibition. No exhibits or advertising will be allowed to extend beyond the space allotted to the Exhibitor, or above the back and side rails of such space.

**3. Limitation of Liability.** The Exhibitor agrees to indemnify, defend and hold harmless the Management, the American Institute of Architects, the exhibition hall facility, the owner of such facility, and the city in which this Exhibition is being held, and their respective officers, agents and employees, from and against all bodily and personal injury, loss, claims, or damage to any person or any property arising in any way from the use or occupancy of the space herein contracted for by the Exhibitor, its employees, agents, licensees, contractors or customers. Exhibitor shall also indemnify, defend and hold such parties harmless from and against all bodily and personal injury, loss, claims or damage to any person or property anywhere on the grounds of the Exhibition which is occasioned by any act or negligence of the Exhibitor, its employees, agents, licensees or contractors, or by a default by Exhibitor in the proper performance of its obligations hereunder. Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitors, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, terrorism, bomb threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. Management will use its best efforts to provide the services of a reputable protective agency during the period of installation, show and dismantling of the Exhibition, but shall have no liability to Exhibitor arising from the performance of such duties by said agency. Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with the prior written approval of Management. The Exhibitor agrees that Management shall not be responsible in the event of any errors or omission in the listings in the Exhibitors' Official Directory or in any promotional material.

**4. Cancellation.** (a) If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to AIA Show Management with evidence of receipt. If such written notice is received at least 180 days prior to May 14, 2020, then Exhibitor will remain liable for 50% of the total exhibit fee. Otherwise, Exhibitor will remain liable for 100% of the total exhibit fee, regardless of when this Contract is executed by Exhibitor. In addition, Exhibitor will remain liable for 100% of all fees paid or payable in respect of sponsorships and promotional products, regardless of when this Contract is executed or cancelled by Exhibitor. These amounts are considered to be liquidated and agreed upon damages, for the injuries AIA Show Management will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships and/or promotional materials, in each case at a time when other parties would be interested in such space and/or products, will cause AIA Show Management to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. The date of cancellation shall be the date AIA Show Management receives the notice. AIA Show Management reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space, and Exhibitor may be required to move to a new location if it requests a downsizing of space.

(b) If the Exhibit Space is not occupied by the Exhibitor by 12:00 noon, May 14, 2020, Exhibitor shall be deemed to have cancelled the Exhibit Space Contract as of such date, and Management shall have the right to use such space as it deems appropriate and the Exhibitor shall pay to Management all amounts which would have been due, under the terms of subparagraph (a) above as if Exhibitor had cancelled this contract as of such date.

(c) If the Exhibitor does not make full payment when due under the terms of this contract, Management may terminate this contract and the Exhibitor shall be responsible for payments to Management of all amounts which would have been due Management, under the terms of subparagraph (a) above as if the Exhibitor had cancelled this contract as of the date of such default.

(d) Except as the Exhibitor's rental obligation may be reduced in accordance with the terms set forth in subparagraph (a) above, and except as otherwise provided in Section 15 (Release), the Exhibitor shall be responsible for payment of the total Exhibit Space rental fee regardless of whether the Exposition is cancelled, delayed, or relocated, in whole or in part, as a result of riot, strike, civil disorder, act of war, act of God, terrorism or any other cause of any kind whatsoever not reasonably within Management's control.

**5. Sub-leasing.** Exhibitor shall not sublet the Exhibition Space or assign its rights under this contract, or any part thereof, or permit the exhibition of anything not specified in the contract. Exhibitor may not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice normally appears on them. Exhibitor may not permit non-exhibiting companies' representatives in its booth. Rulings of the Management shall in all instances be final with regard to use of any Exhibit Space and Exhibitor's compliance with the Rules and Regulations.

**6. Damage to Property.** Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns or floors or to standard booth equipment.

**7. Labor.** Exhibitor shall employ only labor who are authorized and will work in harmony with other labor employed at the site of the Exhibition, and in the event that harmonious labor relations require the hiring of union labor, or in the event that Management so requests, Exhibitor shall employ (and cause its contractors to employ) only union labor.

**8. Special Services.** Electricity, gas, water, and other utilities, as well as other special services needed by individual exhibitors, must be individually contracted for by the Exhibitor, with the prior written approval of Management, and must comply with all applicable laws and regulations.

**9. Booth Representatives.** Booth representatives shall be restricted to Exhibitor's employees, agents and authorized representatives. Booth representatives shall wear badge identification furnished by Management at all times. Management may limit the number of booth representatives at any time. All booths must be adequately staffed by the Exhibitor during all open Exhibition hours.

**10. Decoration.** Management shall have full discretion and authority over the placing, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecoration of any item or of any booth, and no liability shall attach to Management for costs that may devolve upon Exhibitor thereby. An exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to exhibitors in adjoining booths (i.e., no logos or graphics). If such surfaces remain unfinished at 3pm on the date before the opening day of the Exhibition, Management shall authorize the official decorator to effect the necessary finishing, and Exhibitor must pay all charges incurred thereby. In addition, if set-up has not been started on any display by 3:00 p.m. on the day before the opening day of the Exhibition, Management reserves the right to have such display installed at Exhibitor's expense. All exhibits should be ready for the opening hour of the Exhibition. Management will not allow any noise or moving of exhibits after this time. No exhibit may be built or erected to exceed the height limitations as set forth in the Exhibitors' Manual, available on the show website. Any Exhibitor whose booth exceeds the height limitation or any other applicable regulations will be required at its own expense to alter the display in order to conform with those regulations.

**11. Performance of Music.** The Exhibitor acknowledges that any live or recorded performances of copyrighted music which occur in the Exhibitor's booth must be licensed from the appropriate copy-right owner or agent. The Exhibitor undertakes full responsibility for obtaining any necessary licenses and agrees to indemnify and hold Management harmless from any damages or expenses incurred by Management due to the Exhibitor's failure to obtain such licenses.

**12. Lotteries/Contests.** The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and on written approval from Management.

**13. Exhibitor Conduct.** The distribution of samples, souvenirs, publications, etc. or other sales or sales promotion activities may be conducted by Exhibitor only from within its booth. The distribution of any articles that interferes with the activities or obstructs access to neighboring booths, or that impedes aisles, is prohibited. No article containing any product other than the product or materials made or processed or used by Exhibitor in its product or services may be distributed except by written permission of Management. The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other exhibitors and visitors. Any practice resulting in complaints from any other Exhibitor or any visitor which, in the opinion of Management, interferes with the right of others or exposes them to annoyance or danger, may be prohibited by Management.

**14. Relocation.** Management reserves the right to move exhibit booths at its discretion without notifying an exhibitor prior to the move.

**15. Release.** By signing contract, the exhibitor agrees to permit its contract information to be distributed to official AIA vendors for solicitation of convention services, such as but not limited to the official show decorator, lead retrieval provider, etc. through 30 days following the event final day.

**16. Signature.** By signing this contract the individual signing for the Exhibitor hereby states that he/she has the signing authority to secure space on behalf of the organization signed for.

**17. Off Site Events.** Exhibitors may not offer Expo education programs independent of the AIA Conference on Architecture on the Expo show floor unless such programs are registered and reported under the AIA Conference on Architecture provider number. Exhibitors may request hospitality suites within the conference hotels; provided, however, that the suites are intended for business meetings only and may not be used to offer Continuing Education programming or to display product. Additionally, functions are not allowed during official conference hours. Business meetings within the hospitality suites may be conducted only during non-conference hours. Hospitality suites are reserved for exhibiting companies only.

**18. Admission.** Admission to the Exhibition is open to adults affiliated with the industry served by the Exhibition. Management shall have sole control over admission policies at all times. No persons under 18 years of age will be admitted to the trade show during installation and dismantle.

**19. Termination of Exhibition.** In the event that the premises in which the Exhibition is or is to be conducted shall become, in the sole discretion of Management, unfit for occupancy, or in the event the holding of the Exhibition or the performance of Management under the contract (of which these Rules and Regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, said contract and/or the Exhibition (or any part hereof) may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates said contract and/or the Exhibition (or any part thereof) as aforesaid, then Management may retain such part of an exhibitor's rental fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of Management" shall include, but shall not be limited to, fire; casualty; flood; epidemic; earthquake; explosion or accident; blockage embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; terrorism, riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain, or condemnation, requisition or commandeering of necessary supplies or equipment; governmental action, including through local, state or federal laws, ordinances, rules, orders, decrees, or regulations whether legislative, executive, administrative or judicial, and whether constitutional or unconstitutional; or Act of God.

**20. Resolution of Disputes.** In the event of a dispute or disagreement between: (a) Exhibitor and an Official Contractor; or (b) between Exhibitor and a Labor Union or Labor Union Representative; or (c) between two or more Exhibitors; then, in such event, all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.

**21. Exhibitor Service Manual.** The exhibitor understands it will receive the Exhibitor Service Manual only when it has paid the full balance due. The Exhibitor Service Manual is usually available online four months out from the event. Exhibitors will abide by the Rules and Regulations within the Exhibitor Service Manual, use only exclusive service providers and vendors, and be aware of pricing discounts for early service and equipment orders.

**22. Receipt of Goods and Exhibits.** All arriving goods and exhibits will be received at receiving areas designated by Management. All incoming goods and exhibits must be plainly marked and all charges prepaid.

**23. Care and Removal of Exhibits.** Management will maintain the cleanliness of all aisles. Exhibitor must, at its own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially

ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition may result in a refusal by Management to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the Exhibition premises by the time specified in the Exhibitors' Manual. In the event any Exhibitor fails to remove its exhibit in the allotted time, Management reserves the right, at the Exhibitor's expense, to remove and ship the exhibit through a carrier of Management's choosing or to place the same in a storage warehouse subject to the Exhibitor's disposition, or to make such other disposition of the property as it may deem desirable without any liability to the Management.

**24. Photography.** The photographic rights for the Exhibition are reserved to Management, and photography in the Exhibition required by exhibitors can be carried out at moderate charges by the official photographers (as designated by Management) if desired. Exhibitors wishing to make their own arrangements for the photographing of their exhibit must seek permission from the Management, which permission shall not be unreasonably withheld.

**25. Insurance.** Exhibitor shall, at its own expense, secure and maintain at all times during the event, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

(A) Workers' compensation and employer's liability insurance complying with the laws of the state in which the Event is being held;

(B) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and

(C) Automobile Liability Insurance (required if bringing automobiles into the show venue) with limits not less than \$500,000 each occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) AIA, (ii) Informa Exhibitions U.S. Construction & Real Estate, Inc. and each of its direct and indirect subsidiaries and (iii) the Event Facility. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to AIA Show Management, shall be promptly furnished to AIA Show Management. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to AIA Show Management. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

**26. Losses.** Management shall bear no responsibility for damage to Exhibitor's property, or for lost shipments either arriving at or departing from the Exhibition, nor for moving costs. Damage to such property is Exhibitor's own responsibility. If an exhibit fails to arrive at the Exhibition, Exhibitor is nevertheless responsible for the Exhibit Space rental fee. Exhibitor is advised to insure against these risks.

**27. Amendment to Rules.** Any matters not specifically covered by the preceding rules shall be subject solely to the discretion of Management. Management shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations, and any such interpretations and amendments when made and brought to the notice of Exhibitor shall be and become part hereof as though duly incorporated herein and shall be subject to each and every one of the terms and conditions herein set forth.

**28. Default.** If Exhibitor defaults in any of its obligations under this contract or violates any of its obligations or covenants under this contract, including without limitation any Exhibition Rule or Regulation promulgated pursuant to the contract, Management may, in addition to any other remedies provided for herein or otherwise available to Management at law or in equity, without notice, terminate this contract and retain all monies received on account as liquidated damages. Management may thereupon direct the Exhibitor forthwith to remove its employees, agents and representatives, and all of its articles of merchandise and other personal property from the space contracted for and from the Exhibition Hall.

**29. Agreement to Rules.** Exhibitor, for itself and its employees, agents and representatives, agrees to abide by the foregoing rules and by any amendments that may be put into effect by Management.

**30. Deposit of Exhibitor's check** does not constitute contract acceptance. This contract shall not be binding until accepted by written signature by AIA and/or Informa Exhibitions U.S. Construction & Real Estate, Inc. or its assignee(s).

**31. Intellectual Property.** Exhibitor represents and warrants it owns the rights to or is licensed for all intellectual property it will use for promotion or exhibition at the Exhibition and agrees to indemnify and hold harmless the AIA for any action brought against the AIA and any losses or costs incurred by the AIA, including court costs and reasonable attorney's fees, arising from or related to any dispute concerning Exhibitor's intellectual property rights.

**32. PCI Compliance.** Informa Exhibitions U.S. Construction & Real Estate, Inc. is a PCI compliant company and as such we are prohibited from receiving card holder data via email or any other unsecured method where card holder data can be stored. Exhibitor authorizes Show Management to charge to the credit card provided according to the Contract payment terms. If the credit card is declined, the Exhibitor acknowledges they are responsible for the full contracted amount. Cancellation and refund requests are subject to Clause 4. Exhibitor acknowledges and agrees they are obligated to pay the credit card company in accordance with the credit card account agreement. Exhibitor agrees to resolve any inquiry or dispute concerning credit card charges with Show Management. Exhibitor understands that all deposits/final payments are non-refundable. By executing Contract, it is confirmed that you have read and agreed to these terms. For security reasons, digital signatures are not accepted.

**33. Lead Retrieval.** Exhibitor acknowledges that the official service provider for lead retrieval services is Experient. Exhibitor may use the official service provider to collect contact information from persons who visit such Exhibitor's space ("Attendee Data") or they may use a third party, who is not contracted by Show Management, for the same service. In both cases, Exhibitor acknowledges that any Attendee Data so collected shall be used solely by Exhibitor for its legitimate internal business purposes. Without limiting the foregoing, Exhibitor understands and agrees that (i) it will not sell, transfer or otherwise distribute to any third party all or any part of any Attendee Data, (ii) it will not make or attempt to make any compilation of the attendees and/or other participants of the Event or any other derivative work of any Attendee Data, (iii) it will not otherwise use any Attendee Data in connection with any illegal, distasteful, immoral, dishonest or fraudulent activity and (iv) the compilation of the attendees and/or other participants of the Event is the sole property of Show Management.