



Public Lands Alliance 2019 Trade Show Exhibitor Contract

This contract states the terms of agreement for the provision of exhibit space at the 2019 Public Lands Alliance Convention and Trade Show, hereafter referred to as "Trade Show." The Convention and Trade Show will be held at the Sheraton Denver Downtown Hotel from Sunday, 2/24- Wednesday, 2/27. Setup for the trade show is on Monday, 2/25 and the trade show is open on 2/26-27. The breakdown for the trade show is on Wednesday, 2/27. The exhibit hall is at the Sheraton Denver Downtown Hotel, hereafter referred to as "Facility."

This agreement is between the companies and organizations that are purchasing exhibit space and/or exhibiting, hereafter referred to as "Exhibitor" and the Public Lands Alliance (PLA). If any Exhibitor changes management or is purchased by another company/organization, this Agreement becomes binding on such company/organization subject to PLA's approval.

Attendance is subject to the terms and conditions of this Trade Show Exhibitor Contract and as described in the *Exhibitor Information Packet* (posted at <http://www.publiclandsalliance.org/convention/exhibitors>). Exhibit space is confirmed once payment has been processed. PLA reserves the right to reject any registration application for space for any reason, make changes to Exhibitor's booth space, requests and/or Trade Show floor plan. Drayage will be provided through Global Experience Specialists, Inc. (GES), hereafter referred to as the "Decorator."

1. Package. Registration approval entitles Exhibitor, subject to the terms and conditions of this contract, to Exhibit Registration Package as stated in *Exhibitor Information Packet*.

- Exhibits vary in size with most being 10'x10'.
- Booths will have three 8' high pipe and drape walls (unless multiple, corner or extended height booths are purchased).
- Package includes one 6' skirted table, two chairs, booth identification sign and wastebasket. Hall is carpeted.
- There are a limited number of Discounted Tabletop Exhibits for 1 person. (Note– Space is reduced due to columns)
- First exhibitor staff registration is included in exhibit pricing. Additional staff registrations are \$250 each (maximum 4 people per 10' x 10' booth) or complimentary if staying in the host hotel.
- Online interactive floorplan provides detailed size specifications and pricing.

2. Cancellations and Refunds. Cancellations to all or part of your registration must be made in writing to the Executive Director at PLA no later than December 31, 2018. A \$250 cancellation fee will be charged. No refunds will be processed after this date. Exhibitors may transfer their booth to another exhibitor, but the cancellation fee will apply. It shall be mutually agreed that, in the event that Trade Show is cancelled for any reason, then this Agreement will be automatically terminated and PLA will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration of expenditures and commitments already made.

3. Online Registration, Payment, Discounts, Changes and Exhibitor Registrations. Registration must be submitted online at www.publiclandsalliance.org/convention/exhibitors. When registering online, you must complete the entire process within thirty minutes or the registration process will end without saving your requested space or information. Organizations are encouraged to register early to choose best booth options. You must enter booth information, main contact/ first exhibitor information, mandatory fields and payment in

order to secure booth. It is not necessary to enter all organization and staffing information, initially. If paying by check, your check must be received within 10 business days or PLA reserves the right to release your exhibit space. Changes to names and information may be made until January 15, 2019. Discounts are available for PLA Corporate Partners (CP) and PLA Members. First Exhibitor Staff registration is included in booth price. Charges for additional exhibitors staying in the PLA hotel room block are complimentary (or \$250 if not staying in PLA hotel room block). CP donations and/or room reservations must be made prior to registering for the trade show to receive discount code(s) needed during the registration process. All individuals that are attending or exhibiting at the show must be registered and badged.

4. Display and Audio Limitations for Exhibit Spaces. Display equipment, merchandise, furnishings, or audio may not extend from the booth. Failure to stay within these limitations will result in a warning and possibly forfeiture of space.

- a) The display items may not rise above or beyond pipe and drape. Most booths have 8' high pipe and drape. There are some perimeter booths with "extended height" that have 11' high pipe and drape.
- b) The display may not interfere with any other Exhibitor's display in any way. All displays are self-standing and do not rely on the booth structure for support.
- c) Displays cannot be top-heavy, unstable or protruding in a manner that is objectionable or dangerous to attendees or other Exhibitors.
- d) Decorator does not allow any pinning or taping to the booth draping. Hooks will be provided.
- e) The Exhibitor agrees to abide by any additional rules and regulations of the Facility and the Decorator.
- f) All materials including those used for display purposes must be suitably fireproofed and conform to the requirements of the City, State, and Facility.
- g) No decorations, advertising, or signs shall be outside the booth space.
- h) Displays with audio must include earphones for participants. Volume must be contained at reasonable levels and not be disruptive to other exhibits.

5. Identification Sign. Each exhibit space will be provided with a sign denoting the company name and booth/table top number. The company must be the name of record on file with PLA. Signs may be replaced with organization's signage if Exhibitor's Identification Sign is visible in the exhibit space at all times. Signage must remain within booth parameters as detailed in Item 4.

6. Drayage. The Exhibitor agrees to use the contracted Decorator for drayage. All drayage charges are the sole responsibility of the Exhibitor. Shipping and rate information will be made available online and emailed to Exhibitors directly from the Decorator and arrangements should be made directly with the Decorator.

7. Storage of Cartons, etc. All cartons and other containers used to transport merchandise and displays to the Trade Show will be stored only in the area designated by the Decorator.

8. Distribution of Food or Beverages. Exhibitor may not distribute any food or beverages (no cookies, alcohol, candy, chips, etc.) from its booth or elsewhere on the Facility property without prior written authorization from PLA and Facility. Food and Beverage must be purchased by Facility's Licensed Caterer. If Exhibitor's product is food or beverage and Exhibitor would like to provide samples, it must be pre-approved by PLA and Facility before December 31, 2018. All food or beverage products distributed must be safely packaged. Failure to stay within these limitations may result in the forfeiture of space.

9. Animals. Animals are not allowed in the Convention and Trade Show premises. Exceptions are made for service animals with proof of updated vaccination record.

10. Motorized Vehicles. No motorized vehicles are allowed in the Convention and Trade Show premises (such as Segways and electric scooters) unless prior written permission is provided by PLA.

11. Schedule. The Exhibitor must adhere to the published Trade Show schedule. Requests to deviate from schedule must be authorized and coordinated with PLA. Changes to schedule will be posted on the convention website. It is the responsibility of the Exhibitor to check the convention website for updates and changes.

12. Insurance. PLA, the Decorator, and the Facility do not accept responsibility for the Exhibitor's property or staff. It is the sole responsibility of the Exhibitor to obtain business interruption, liability, and property damage insurance covering the Exhibitor's property and personnel. The Exhibitor also agrees to add PLA and the Facility as additional insureds on its own commercial general liability insurance policies that shall include both bodily injury and property damage coverage with limits of not less than \$1 million per incident and in the aggregate. The Exhibitor must provide to PLA written evidence of this additional insured coverage by January 15, 2019. If written evidence of additional insured coverage is not provided by January 15, 2019, PLA reserves the right to cancel exhibitor registration and exhibitor will be charged the cancellation fee. MDP Insurance offers policies to PLA members and exhibitors. For more information contact Chris Golueke at Christopher-Golueke@mdpins.com or 443-529-0470.

13. Etiquette/Ethics. The Exhibitor is not to enter another Exhibitor's display without permission. Photography of another Exhibitor's display without permission is strictly prohibited. Exhibitors displaying audio or video products are to keep the volume at a minimum level in respect of other Exhibitors, attendees, and PLA. Violation of this may result in the forfeiture of space.

14. Solicitation. Solicitation or advertising not approved by PLA, by an Exhibitor or any representative of an Exhibitor's organization on the Facility premises outside the Exhibitor's booth/table top space is prohibited. Any solicitation from attendees or non-exhibitors will not be tolerated and should be reported to PLA.

15. Liability Limited. The Exhibitor understands and agrees that employees or agents of the city and state where the Trade Show is being held, the Facility, possibly private security and/or public law enforcement personnel, and PLA will all have access to the Facility and exhibit space for various purposes. Notwithstanding their presence, PLA assumes no responsibility for any acts or omissions of any other persons or entities not an employee or agent of PLA. PLA also is not responsible for any damage or injury resulting from fire, the elements, mob riot, war or civil commotion, or civil authority, or labor difficulties, negligence, lockouts or strikes against the Facility, or other such causes for which it is not responsible.

16. Default. Exhibitor shall be in default under this contract for any failure to comply with any of the terms and conditions hereof. Any default will automatically result, at the sole discretion of PLA, in revocation of permission to use the booth/table top space or otherwise participate in this or future PLA Trade Shows. PLA shall have the right to remove the Exhibitor's property from the Facility and to store such property at the Exhibitor's sole risk and expense, if the Exhibitor's property is not immediately removed upon revocation of permission to use the booth/table top space. Any waiver by PLA of its rights upon default of the Exhibitor will not act as a waiver of such rights in the event of any other default. The Exhibitor shall have no right to any refund in the event its right to occupy the exhibit space is terminated pursuant to default and shall continue to be bound by this Agreement in the event of such termination, including, but not limited to, the reimbursement of PLA for damages. The Exhibitor will be allowed reasonable time to vacate, not to exceed two hours.

17. Removal of Exhibitor's Property. PLA reserves the right to remove the Exhibitor's property, or appoint the Facility or another person to do so from the Facility at the Exhibitor's sole expense and risk, if PLA's license to use the Facility is revoked for any reason, and if such property is not removed by the Exhibitor within reasonable time after PLA's request to do so.

18. Return of Exhibit Space. The Exhibitor will vacate the exhibit space as agreed to on Wednesday, February 27, 2019, and return the exhibit space to the Facility in the same condition as when first occupied, normal wear and tear accepted. The Exhibitor shall reimburse PLA for any stains, etchings, acid or other burns, adhesive residue or other damage or debris caused or left by the Exhibitor or its representatives.

19. Prohibited Materials. The Exhibitor shall not bring or permit any weapons, flammable, explosive or volatile material or material under high pressure, including gasoline, kerosene, acetylene, propane or other fuels or combustibles into the Facility.

20. Exhibition Hall Rules and Directions. The Exhibitor shall comply with all the Facility Rules and Regulations, whether stated in this contract, and all federal, state, and local laws.

21. Licenses and Permits. The Exhibitor, at its own expense, will obtain all licenses, permits and approvals required and pay all taxes, including, but not limited to sales tax, which accrue to it during the Trade Show.

22. Indemnification. Exhibitor shall indemnify, defend, and hold harmless PLA and the Facility from any and all claims, losses, liabilities, or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by an installation, removal, maintenance, occupancy or use of the Facility or any part thereof, by Exhibitor, or its employees, agents or representatives. The Exhibitor shall comply with all federal copyright laws, including music licensing for all materials displayed in, advertised by or sold from the booth/table top space. Exhibitor shall indemnify, defend and hold harmless PLA and the Facility from and against any and all claims, losses, liabilities or damages resulting from the Exhibitor's failure to comply.

23. Disputes and Resolution. The decision or opinion of PLA in the interpretation of this contract shall be final and binding on the Exhibitor. Parties are prohibited from initiating legal action against the other for the purpose of enforcement of this contract; except resolution steps as follows: 1) Both parties shall employ their best effort to resolve amicably any dispute including direct communications by their senior representatives. 2) If the dispute cannot be so resolved, non-binding mediation shall be employed. 3) If all other efforts fail, both parties agree to submit to binding arbitration with the costs equally split by both parties in accordance with the rules of the American Arbitration Association—with Arbitration to be held in Silver Spring, Maryland. The laws of Maryland other than choice of law rules shall apply.

24. Severability. The enforceability, validity, or legality of any provision of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal. By registering for the 2019 Public Alliance Trade Show, the Exhibitor agrees to be bound and abide by all of the terms and conditions herein.

25. Children at Convention and Trade Show Hall. In addition to being registered and badged, all children under the age of 18 must be accompanied by an adult at all times. Failure to comply will result in PLA's right to remove the individual under the age of 18 including the accompanying adult.

26. Consent to Use Photographic Images. Attendance as an Exhibitor or Registrant constitute an agreement by the Exhibitor and registrant that PLA may use and distribute (both now and in the future) the registrant's name/company, image or voice in photographs, videos and electronic reproductions of such events and activities in any form of media.

27. Data – Trade Show Registration provides agreement of exhibiting organization's information to be included in PLA's database, materials and website. Exhibitor Staff's individual contact information will be included, as directed in the individual's online registration record. Attendee information is available to Exhibitors for networking purposes only. Attendee information may not be used for solicitation, marketing or recruitment purposes without individual's permission. Contents of this proprietary contact list may not be given, sold, published, copied or incorporated into any other lists, directory or database.

28. Personal Conduct - Conduct by anyone that is illegal, violent, dangerous, irresponsible or puts innocent victims at risk, or that is otherwise harmful or offensive, damages the reputation of others, or undercuts public respect and support for PLA, will not be tolerated. In the event of such conduct, PLA and Facility may request removal in their sole discretion. No refunds will be given in the event of such removal.



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