



2018 Public Lands Alliance Trade Show Contract

This contract states the terms of agreement for the provision of exhibit space at the 2018 Public Lands Alliance Convention and Trade Show, hereafter referred to as "Trade Show." The Convention and Trade Show will be held at the Renaissance & Palm Springs Convention Center, which are connected. The exhibit hall is at the Palm Springs Convention Center, hereafter referred to as "Facility."

This agreement is between the company that is purchasing exhibit space, hereafter referred to as "Exhibitor" and the Public Lands Alliance. Attendance is subject to the terms and conditions of this Trade Show Contract and as described in the *Exhibitor Information Packet* (posted at <http://www.publiclandsalliance.org/convention>). Exhibit space is confirmed once payment has been processed. Trade Show Management reserves the right to 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 the following during the Trade Show:
 - a) Exhibit Space Package as stated in *Exhibitor Information Packet* and mapped on the *Trade Show floor plan*.
 - b) Price of exhibit space is based on location and size. Refer to floorplan to view exhibit space sizes (10' by 10' booth; 6' Table Top).
 - c) All exhibit spaces, except Table Top exhibits, have three 8 ft. side rails unless multiple or corner booths are purchased, which enable exhibitors to maximize their display space without interference from neighboring booths. If requested by Exhibitor, decorator can add rails to multiple or corner booths.
 - d) All exhibit packages include a wastebasket, two chairs, one 6' skirted table and identification sign.
 - e) First exhibitor staff registration is included with each booth fee. All additional exhibitor staff registrants are \$200 per booth or complimentary if exhibitor is staying in the Public Lands Alliance room block at host hotel. Name badges are provided for each registered exhibitor. Table Top exhibits are limited to a maximum of two exhibitor staff and each 10' x 10' booth is limited to a maximum of four exhibitor staff.
 - f) Posting of Exhibitor information, specials and names of exhibitors will appear on convention website and in convention materials. This includes a link from the Public Lands Alliance website to Exhibitor website (if a URL is provided with registration).
 - g) Exhibitors will receive a convention directory onsite with participant and exhibitor contact information. NOTE-This information is for contact purposes; you may not use the list to solicit business; you may not distribute, give or sell the list to anyone that is not representing your organization at the 2018 Public Lands Alliance Trade Show.
 - h) Registered exhibitors may attend all ticketed events, general sessions and educational sessions, except for the Buyer Roundtable. There are additional costs for ticketed events.

2. Cancellations and Refunds. Cancellations to all or part of your registration must be made in writing to the Executive Director at Public Lands Alliance no later than December 31, 2017. A \$250 cancellation fee will be charged. No refunds will be processed after this date.

3. Online Registration, Payment, Discounts, Changes and Exhibitor Registrations. Registration must be submitted online at www.publiclandsalliance.org/convention. 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. If paying by check, your check must be received within 10 business days or Public Lands Alliance reserves the right to release your exhibit space. At least one exhibitor registration must be submitted when registering. Changes to names and information may be made until January 10, 2018. Discounts are available for Corporate Partners that donate at the Benefactor or Contributor levels. Donations must be made prior to Exhibitor registration to receive the special code to access early registration and discounts. Discounts for exhibit staff are available to those staying in the host hotel room block only if hotel confirmation number is provided at the time of registration.

4. Display Limitations for Exhibit Spaces. Display equipment, merchandise or furnishings may not protrude from the booth. All display items for Table Top exhibits must fit on the Table Top. The arrangement of the Exhibitor's merchandise and/or booth furnishings must also conform to the following requirements:

- a) The display items may not rise above 8' high. Failure to stay within these limitations may result in the forfeiture of space.
- b) The display does not interfere with any other Exhibitor's display in any way.
- c) All displays are self-standing and do not rely on the booth structure for support.
- d) Displays cannot be top-heavy, unstable or protruding in a manner that is objectionable or dangerous to attendees or other Exhibitors.
- e) Decorator does not allow any pinning or taping to the booth draping. Hooks will be provided.
- f) The Exhibitor agrees to abide by any additional rules and regulations of the Facility and the Decorator.
- g) All materials including those used for display purposes must be suitably fireproofed and conform to the requirements of the City, State, and Facility.
- h) No decorations, advertising, or signs shall be outside the booth space.

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 Trade Show Management. Exhibitor's Identification Sign must be visible in the exhibit space at all times.

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.

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 (no cookies, candy, chips, etc.) or beverages from its booth or elsewhere on the Facility property without authorization from Public Lands Alliance 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 Public Lands Alliance and

Facility before January 10, 2018. Failure to stay within these limitations may result in the forfeiture of space.

9. Schedule. The Exhibitor must adhere to the published Trade Show schedule. Requests to deviate from schedule must be authorized and coordinated by Trade Show Management. 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.

10. Insurance. Public Lands Alliance, the Decorator, and the Facility do not accept responsibility for the Exhibitor's property or person. It is the sole responsibility of the Exhibitor, if so desired, to obtain business interruption, liability, and property damage insurance covering the Exhibitor's property. The Exhibitor agrees to add Public Lands Alliance and the Facility as additional insureds on its own commercial liability insurance policies.

11. 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 Trade Show Management. Violation of this may result in the forfeiture of space.

12. Solicitation. Solicitation or advertising not approved by Trade Show Management, 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.

13. 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, including law enforcement personnel (collectively "Public Employees"), will have access to the Facility and that, notwithstanding any security services provided by Trade Show Management. Trade Show Management assumes no responsibility for acts or omissions of any Public Employee or the acts or omissions of any other persons or entities not an employee or agent of Trade Show Management. Trade Show Management 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.

14. 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 Trade Show Management, in revocation of permission to use the booth/table top space or otherwise participate in this or future Public Lands Alliance Trade Shows. Trade Show Management 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 Trade Show Management 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 Trade Show Management for damages. The Exhibitor will be allowed 30 minutes to conform to a request to vacate.

15. Removal of Exhibitor's Property. Trade Show Management 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 Public Lands Alliance'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 Trade Show Management's request to do so.

16. Return of Exhibit Space. The Exhibitor will vacate the exhibit space as agreed to on Wednesday, February 28, 2018, 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 Trade Show Management for any stains, etchings, acid or other burns, adhesive residue or other damage or debris caused or left by the Exhibitor or its representatives.

17. 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.

18. Exhibition Hall Rules and Directions. The Exhibitor shall comply with all the Facility Rules and Regulations, whether or not stated in this contract, and all federal, state, and local laws. The Exhibitor will obey the instructions of Trade Show Management, Facility staff, and law enforcement officials at all times on the Facility premises.

19. 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.

20. Indemnification. Exhibitor shall indemnify, defend, and hold harmless Public Lands Alliance 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. The Exhibitor shall comply with all federal copyright laws, including music licensing, of unfair competition for all materials displayed in, advertised by or sold from the booth/table top space. Exhibitor shall indemnify, defend and hold harmless Public Lands Alliance and the Facility from and against any and all claims, losses, liabilities or damages resulting from the Exhibitor's failure to comply.

21. Disputes and Resolution. The decision or opinion of Trade Show Management 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. Resolution steps shall be as follows: 1) Both parties shall employ their best effort to resolve any dispute. 2) If dispute cannot be resolved, mediation or standard alternative dispute resolution according to the prevailing laws of the State of Maryland 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.

22. 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 2018 Public Alliance Trade Show, the Exhibitor agrees to be bound and abide by all of the terms and conditions therein.

23. Children in Trade Show Hall. Anyone under the age of 18 must be registered as an exhibitor or attendee and accompanied by an adult at all times.

24. Consent to Use Photographic Images. Registration and attendance constitutes an agreement by the registrant such that the Public Lands Alliance 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.