

# Exhibit Space Application and Contract

## 2024 Annual Meeting & Expo

### EXHIBITION TERMS & CONDITIONS

1. All references to "the Agreement" and "the ISPE Event" shall mean in each case an individual Agreement between Exhibitor and ISPE and the Event which is the subject of that Agreement.
2. **Eligible Exhibits:** ISPE reserves the right to decline any application which ISPE determines, in its sole discretion, is not aligned with the ISPE mission or objectives for ISPE Event.
3. **Space Assignments:** Space will be assigned in the order in which contracts are received. ISPE reserves the right to alter locations of exhibits as shown on the official floor plan, if deemed, in the sole discretion of ISPE, to be advisable or in the best interests of the ISPE Event.
4. **Payment Terms:** The payment schedule is outlined on the front of this application. Full payment is due within sixty (60) days of the Application and Contract date, or no later than five (5) business days prior to the start of the event, whichever comes first. Exhibit spaces will not be guaranteed until full payment is received. No Exhibitor will be allowed to participate in the conference & Expo unless payment in full is received no later than five (5) business days prior to the start of the ISPE Event.
5. **Cancellations:** Exhibiting companies that cancel/reduce exhibit space will be subject to fees as follows:
  - If the exhibitor cancels or reduces exhibit space at any time, the exhibitor will pay as liquidated damages, and not as a penalty, 100% of the total contracted space fee for the space being released.
  - If the exhibitor fails to pay 100% of the total contracted space fee within sixty (60) days of the Application and Contract or no later than five (5) business days prior to the start of the ISPE event, whichever comes first, ISPE may cancel the exhibitor's participation and is free to assign the released space to other companies. Cancellation of participation does not release the exhibiting company from its obligation to pay 100% of the total contracted space fee and/or all other fees and expenses incurred by the exhibiting company as a result of said cancellation.
6. **Use of Space:** No exhibitor may assign, sublet, share, apportion, or exchange all or any part of its exhibit space with or to another organization or business. Only those companies and organizations that are the authorized occupants of each exhibit space will be permitted to exhibit and will be entitled to exhibitor badges. Every exhibit must be fully staffed and operational during the entire show. ISPE reserves the right to restrict exhibits which are objectionable because of size, noise, glaring or flashing lights, method of operation, or any other reason, and therefore, to prohibit or evict from the ISPE Event any Exhibitor who, in the opinion of ISPE, may detract from the overall good of the ISPE Event. This reservation includes persons, conduct, printed matter, or anything ISPE, in its sole discretion, judges to be objectionable. In the event of an eviction, the applicant may forfeit all monies or deposits paid to ISPE for participation in events, at the sole discretion of ISPE.
7. **Character of Exhibits:** Standard 10'x10' booth displays may not exceed a back wall height of 8' and no part of the exhibit or equipment may exceed a height of 4' in the front half of the booth. No exhibit is permitted to obstruct the view of adjacent booths. All signs must be one sided only and must be set back within the Exhibitors' space so as not to detract from the overall impact of the exhibit that is directly adjacent. Requests to deviate from these guidelines must be submitted in writing to ISPE for approval prior to set-up.
8. **Move-in/Move-out:** Set-up is scheduled for Sunday, 13 October 2024 (time will be emailed). Teardown is scheduled on Wednesday, 16 October 2024 (time will be emailed.) All Exhibitors must set up and teardown their exhibits during these scheduled times unless otherwise authorized by ISPE. It is the duty and responsibility of each exhibitor to supervise the installation and removal of their exhibits. Dismantling: Early dismantle may result in a one-year suspension from the next ISPE Meeting. The Exhibitor expressly agrees not to dismantle his exhibit or commence any packing before the final closing hour of the exhibit portion of the program. Handling and installation must conform to hotel regulations and instructions. No bills, attachments, etc., to the property are permitted unless previously authorized. Exhibitors are responsible for any or all damages to the hotel caused by their representatives or exhibit.
9. **Marketing Restrictions:** Distribution, display, and demonstrations of products, technologies, and services, or company printed materials of any kind, are limited to the exhibit area rented by the exhibiting company in the ISPE exhibit hall. Such activities and/or materials are not permitted in the registration or lobby areas, in or near education rooms, at ISPE events, in parking lots, or in any other location within the hotel.
10. **Vendor Hosted Events:** All organized functions that compete for attendees' time, during the hours of the Expo Hall, education sessions or ISPE social functions are strictly prohibited. Exhibitor shall not host, sponsor, or participate in any hospitality suites/rooms, social functions, education seminars, outings, group activities, or similar events during the Event or distribute sales or promotional materials, any item with exhibitor's logo, or gifts to attendee sleeping room doors, meeting rooms, or anywhere else in the hotel and/or exhibit facility except as expressly authorized by ISPE. Violations of this Section will be governed by Section 14. Enforcement of Rules. The applicant is responsible for monitoring the conference schedule and avoiding conflicts. The applicant may also contact a member of the ISPE Exhibit Services Team for approved days and times.
11. **Security:** Each exhibitor must make provisions for the safeguarding of their goods, materials, equipment, and display at all times. General overall security will be provided by ISPE during the days of the conference. Each exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to exhibitor displays, equipment, and other property brought upon the premises of the Hotel, and shall indemnify and hold harmless ISPE and authorized representative agents or employees of the foregoing of any and all losses, damages, and claims. In holding the Conference, ISPE does not act as the agent of the exhibitor, the facility, the General Service Contractor, or any other party. Claims against any party other than ISPE are to be submitted directly to the party involved.
12. **Conference Cancellation and Refund Policy:** ISPE may terminate the Exhibiting Company's Exhibit Space Application and Contract and/or the ISPE Conference (or part of it) when ISPE in its sole discretion believes that (a) the premises in which the meeting is or is to be conducted has become unfit for occupancy, or (b) the holding of the ISPE Conference or ISPE's performance under the Contract is substantially or materially prevented or interfered with by a cause or causes not reasonably within ISPE's control. ISPE is not responsible for delays, damage, loss, increased costs, or other unfavorable conditions that arise as a result of such termination. Furthermore, in the event of such termination, ISPE may retain such part of the Exhibiting Company's exhibit fees as shall be required to recompense ISPE for expenses incurred up to the time of such termination or incident to such termination, with no liability for either party to the Contract. The Exhibiting Company waives all claims for damages or recovery of payments made, except for the return of the pro-rated amount paid for the exhibit space, less expenses incurred by ISPE. The above phrase "a cause or causes not reasonably within ISPE's control" includes but is not limited to: fire; casualty; flood; epidemic; earthquake; explosion; accident; blockage; embargo; inclement weather; act or threat of terrorism; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure necessary labor; technical or personnel failure; lack of or impaired transportation facilities; inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment or services; orders or restraints imposed by civil defense, military or other types of governmental authorities; or acts of God; or such circumstances making ISPE's performance impossible or commercially impracticable in its sole discretion.
13. **Indemnity:** Exhibiting Company, in contracting exhibit space at the ISPE Event, agrees to protect, indemnify, and hold harmless the following parties (including, but not limited to): ISPE and its directors, members, officers, agents, employees, contractors, affiliates, and subsidiaries from any and all claims, liability, damages, or expenses asserted against them or incurred by them as a result of, or in connection with, any loss of or damage to property, or injury to persons resulting from, arising out of, or in any way connected with the negligence, wrongful acts of, or breach of contract by the Exhibiting Company or its agents, servants, or employees. Each party involved in the ISPE Event agrees to be responsible for any claims arising out of its own negligence or that of its employees, agents, or contractors.
14. **Enforcement of Rules:** The applicant agrees to comply with all ISPE current policies, rules, procedures, and regulations contained in the exhibit space application, contract, exhibitor manual, and any other ISPE communication, or document given (including Exhibitor Newsletters), to the applicant via any medium relating to the conference, as well as any and all policies, rules, procedures, Exhibitor Newsletters, and regulations adopted by ISPE hereafter that may affect the applicant or the conference. Any failure to comply with the above current or future restrictions included in any policies, rules, procedures, Exhibitor Newsletter, and regulations may result in the immediate exclusion from participation in the contracted exhibit and future exhibits, at the sole discretion of ISPE. ISPE also reserves the right to cancel the applicant's registration and/or participation in other current or future events without legal remedy. Notwithstanding anything to the contrary, if excluded and/or canceled by ISPE as described in this Section, the applicant may forfeit all monies or deposits paid to ISPE for participation in the identified events, at the sole discretion of ISPE.