

GIS-T Symposium Exhibit Space Agreement

This **Exhibit Space Agreement** (hereinafter referred to as "Agreement") is entered into this _____ day of _____, 2011 by and between the **American Association of State Highway and Transportation Officials** (hereinafter referred to as "AASHTO") and _____ (hereinafter referred to as "Exhibitor") and sets forth the terms and conditions for the rental of exhibit booth space at the 2011 GIS-T Symposium.

GIS-T Symposium

The 2011 GIS-T Symposium (hereinafter referred to as "Symposium") will be held in Hershey, Pennsylvania at the Hershey Lodge from Sunday, March 27, 2011 until Wednesday, March 30, 2011. The Exhibit Area for the 2011 Symposium will be in the Red Room of the Great American Hall in the Hershey Lodge.

AASHTO reserves the right to at any time retain and designate an *official* show management firm to oversee and manage the Symposium, which firm shall be referred to as "Show Management." If a show management firm is retained, AASHTO will endeavor to promptly notify each exhibitor of the identity and means of communicating with designated show management firm.

1) Agreement/Rules and Regulations

Any matters not specifically addressed by this Agreement shall be subject solely to the decision of AASHTO. AASHTO shall have the full power of interpretation, amendment and enforcement of this Agreement and its terms and conditions.

2) Space Allocation

The deadline for the return of a completed and signed Exhibit Space Agreement is Friday, March 4th, 2011.

Following receipt of the completed Exhibit Space Agreement and full payment, AASHTO and/or the AASHTO designated Symposium Exhibit Coordinator will begin assigning exhibitor booth space. Booth location preferences identified by the Exhibitor on the booth registration form will be given consideration and will be made on a first come, first served basis. If a preferred booth is unavailable, the Exhibit Coordinator will attempt to assign the closest available booth to the preferred location. Requests for booth space in excess of three (3) units will be given priority consideration by the Exhibit Coordinator.

At all times relevant hereto, AASHTO reserves the right to make the final determination of all space assignments in a manner consistent with the best interests of the Symposium. Furthermore, AASHTO reserves the unqualified right to decline or revoke an application

for exhibit space where AASHTO determines in good faith that such denial or revocation of the application is in the best interests of the Symposium and AASHTO.

Once booth spaces have been assigned, no changes will be made without the approval in writing of an authorized representative of the Exhibitor and AASHTO.

3) Payment and Refunds

The completed Exhibitor Registration Form for booth space must be received by the above identified deadline accompanied by **FULL PAYMENT** of the space rental charges of \$1,800 per 8 feet by 10 feet booth unit. Applications received without such payment will **NOT** be processed nor will space assignments be made. Payment may be made by credit card or check. Credit card payments may be made online at <http://www.gis-t.org/registration.php>. Checks should be made payable to GIS-T and sent to the following address:

Rose Braun
PO Box 94759
Lincoln NE 68509

Exhibitor payment by check or credit card does not constitute an acceptance of this Agreement. This Agreement shall not be binding until accepted and signed by an authorized representative of AASHTO and the Exhibitor.

Cancellation: If AASHTO and/or designated Show Management receives a written request for cancellation of space on or before March 11, 2011 the Exhibitor will be liable for fifty percent (50%) of the total cost of the space cancelled plus a \$100 processing and administrative fee. For cancellations received after March 23, 2011 exhibitors shall remain liable for 100% of the cost of the cancelled booth space.

Default: It is expressly agreed by the Exhibitor that in the event it fails to pay the space rental charges at the times specified or fails to comply with any other provisions contained in this Agreement concerning its use of exhibit space, AASHTO and/or Show Management shall have the absolute right to reassign the confirmed booth location or to take possession of the space and rent the space, or any part of the space, to such parties and upon such terms and conditions as AASHTO may deem appropriate.

In the event the Exhibitor defaults, cancels, withdraws, or downsizes space requirements, Exhibitor agrees to pay on demand to AASHTO, the amount paid as set forth in Section 3 above, as liquidated damages and not as a penalty, and the parties agree that such amount constitutes a reasonable provision for liquidated damages.

In the event the Symposium is not held for any reason whatsoever, then and thereupon the rental of space to the Exhibitor and this Agreement shall be terminated. In such case, the limit for claimed damages and/or compensation by the Exhibitor shall be the return to the Exhibitor of the

space rental charge already paid by the Exhibitor less a \$100 processing and administrative fee to be retained by AASHTO.

4) Exhibitor's Authorized Representative.

The Exhibitor shall name one person to be its representative in connection with the installation, operation and removal of the exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the Exhibitor shall be solely and exclusively responsible. The Exhibitor shall assume responsibility for such representative being in attendance throughout the Symposium; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times.

5) Installation and Removal

AASHTO reserves the right to fix the time for the installation of any booth prior to the Symposium opening and for its removal after the conclusion of the Symposium. Installation of all exhibits must be fully completed by the opening of the Symposium. Any space not claimed or occupied three (3) hours prior to the opening of the Symposium may be resold or reassigned without refund to the Exhibitor or further liability on the part of AASHTO.

Exhibitor installation may begin at 12 noon on Sunday, March 27th, 2011, and shall be completed no later than 5 pm on Sunday, March 27th, 2011. The Exhibitor agrees that it shall not dismantle the exhibit or do any packing before the closing of the Symposium at 12 noon on Wednesday, March 30th, 2011. The Exhibitor's exhibit area must be entirely cleared by 5 pm on Wednesday, March 30th, 2011.

6) Damage to Property

The Exhibitor is liable for any damage caused to the exhibition building and facility, floors, walls or columns, fixtures, or to standard booth equipment, or to other exhibitors' property. Exhibitor shall not apply paint, lacquer, adhesives, or any other coating(s) to building columns, walls, floors or standard booth equipment.

7) Symposium Exhibit Decorator

AASHTO reserves the right to retain an official Symposium Exhibit Decorator. In the event AASHTO elects to retain and designate an official Symposium Exhibit Decorator, under separate cover, the Exhibit Decorator will send to the Exhibitor a packet of additional Symposium information and forms. This packet will include a description of the type and arrangement of exhibit space and the standard equipment provided by AASHTO for booth construction and shipping instructions. All booth space must be arranged and constructed in accordance with this Exhibit Space Agreement and guidelines contained in the Symposium packet. The Exhibitor may obtain rental furniture, special decorations or acquire other information which will be helpful to the Exhibitor when setting up or dismantling. Booth furnishings not covered under this Agreement may be obtained from Steve Walters (717-508-5926, stwalters@hersheypa.com)

of the Hershey Lodge. Order forms covering rental furniture, installation and dismantling, labor and other services will be sent by or can be obtained from the Exhibit Decorator. The Exhibitor is urged to place such order(s) well in advance of the Symposium.

If requested, booth construction plans and layout arrangements must be submitted to AASHTO for approval prior to the opening of the Symposium.

If, in the sole opinion of AASHTO, any exhibit fails to conform to the Exhibit Space Agreement and guidelines, such exhibit will be prohibited from operating at any time during the Symposium.

8) Booth Equipment

Exhibit booths dimensions will be approximately *10 feet wide by 8 feet deep with an 8-foot-high backdrape and 3-foot high side dividers.* Each booth will be provided with one (1) 6 ft skirted table; two (2) chairs; one (1) wastebasket; and one (1) identification sign.

AASHTO reserves the right to revise the exhibit booth specifications and accompanying provisions and will endeavor to promptly notify the Exhibitor of any such changes.

9) Labor

The Symposium Exhibit Decorator will have staff available to set up and dismantle the Exhibitor's displays or to assist the Exhibitor in the set up or dismantling. In the event the Exhibitor requests such assistance, labor charges to the Exhibitor shall be at the prevailing rates quoted to AASHTO and/or the Symposium Exhibit Decorator.

10) Electrical Service

An electric service order form will be made available to the Exhibitor in the Symposium information/form packet. The Symposium facility will be responsible for and provide all electrical service. The Exhibitor shall return the completed electric service order form to the addressee designated on the form within the time frame specified.

11) Use of Space and Operation of Displays

All activities shall be confined to the limits of the Exhibitor's exhibit booth. The Exhibitor shall not assign, sublet or share the space allotted with another business or firm unless such arrangement has been approved in advance in writing by AASHTO and the Symposium Exhibit Coordinator. The Exhibitor is prohibited from featuring names or advertisements of non-exhibiting manufacturers, distributors or agents in the Exhibitor's display, parent or subsidiary entities excepted. The Exhibitor must show only goods, manufactured, distributed or sold by it in the regular course of business. Distribution of circulars and promotional materials are permitted only within the space assigned to the Exhibitor. No firm, organization or sales

representative not assigned to exhibit space will be permitted to solicit business within the exhibit area.

-Displays shall NOT be placed in such a manner as to obstruct adjacent booths or interfere with other exhibitors. The Exhibit Coordinator must approve anything displayed at a height above the top of the backdrop.

-Exhibitors renting back to back spaces are prohibited from using draping or other types of displays that will block the view of the booths on either side. The view from the aisle must be clear for persons to view each booth while approaching.

-Floor lights or spotlights may be installed.

-Mechanical or electrical devices which produce sound must be operated so as not to disturb other exhibitors. AASHTO and/or the Exhibit Coordinator reserve the right to determine the placement and acceptable sound level of all such devices.

-Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. The Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

-Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited.

-No retail sales are permitted within the exhibit area at any time, but orders may be taken for future delivery.

-Distribution of circulars may be made only within the space assigned to the Exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by the Exhibitor in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Symposium. Trade publications must be distributed from the Exhibitor's booth, but automatic distribution is prohibited.

-Live animals are at all times prohibited.

-Use of so-called "barkers" or "pitchmen" is strictly prohibited.

-The Exhibitor will not be permitted to store behind its booth background any excess materials, including cardboard boxes, literature, etc. Excess supplies must be stored in areas designated and made available by AASHTO.

-Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged

so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods from AASHTO prior to the opening of the exhibit.

AASHTO reserves the absolute right to restrict the operation of, or evict completely, any exhibitor/exhibit which, in AASHTO's sole opinion, detracts from the general character of the Symposium as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, or display of unsuitable material, is determined by AASHTO to be objectionable to the successful conduct of the Symposium as a whole.

12) Storage of Packing Crates and Boxes

The Exhibitor will not be permitted to store packing crates, boxes, cardboard cartons or literature in its booth during the exhibit period. These items, when properly marked, will be stored and returned to the booth by service contractors. It is the Exhibitor's sole responsibility to mark and identify its crates. Crates not properly marked or identified may be destroyed. **AASHTO assumes no responsibility or liability for the contents of the crates or boxes improperly labeled as "empty."**

Because of the potential for a shortage of storage facilities, it may be necessary to store empty crates and cartoons outside the building/facility. Every reasonable effort will be made to protect the crates from the elements, but neither AASHTO nor Show Management nor its service contractors assume any liability or responsibility for damage to the crates. The removal and return of large crates that cannot be handled by hand trucks will be charged at the prevailing rates. Crates, boxes, and other exhibit materials unclaimed by the Exhibitor after the Symposium will be removed at the Exhibitor's sole expense. The Exhibitor will be billed by AASHTO or any service contractor for removal time and materials at the prevailing rate.

13) Social Activity

Any social function or special event planned by the Exhibitor to take place during the Symposium must be pre-approved in writing by AASHTO and/or Show Management. The Exhibitor agrees not to sponsor hospitality suites or rooms or other functions during official Symposium and exhibition activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by AASHTO. Distribution of Exhibitor's materials is not permitted to attendee sleeping rooms, AASHTO meeting rooms or anywhere else in the hotel or exhibit facility except in the specified booth space.

14) Public Policy and Fire Protection

The Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in the Symposium. Compliance with such laws is mandatory for and the sole responsibility of the Exhibitor. AASHTO and/or Show Management have no responsibility pertaining to compliance with such laws as far as individual exhibitor's space, materials and operation is concerned.

The Exhibitor must comply with all applicable fire regulations. Electrical wiring must conform to National Electrical Code safety rules. A failure to comply with such rules and regulations shall be sufficient cause for AASHTO to cancel all or such part of the exhibit as may be irregular. Exhibits must not obstruct exits, fire stations or fire equipment. Lit candles are strictly prohibited. All booth decorations, including carpeting must be flame-proofed and all hangings must clear the floor. If inspection indicates the Exhibitor has neglected to comply with these regulations, or otherwise incurs a fire hazard, AASHTO reserves the right to cancel all or such part of the exhibit as may be irregular and effect removal of the same at Exhibitor's sole cost.

If unusual equipment or appliances are to be installed that might come under applicable fire codes, the Exhibitor shall notify and communicate with AASHTO for information concerning the facilities and applicable regulations.

15) Lotteries/Contests

The operation of any contests, 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 local, state or federal law and only upon the prior written consent of an authorized representative of AASHTO.

16) Liability and Insurance

All property of the Exhibitor shall remain under the Exhibitor's custody and control in transit to and from the exhibit hall, during installation and removal, and while it is within the confines of the exhibit hall. All items brought to the Symposium are displayed at the Exhibitor's own risk, and should be safeguarded at all times. Neither AASHTO nor its designated Show Management, nor their respective officers, directors, employees, contractors, agents or volunteers shall be responsible or liable for the safety of Exhibitor's property from theft, damage by fire, water or flood, accident, vandalism or other causes, and Exhibitor waives and releases any claim(s) or demand(s) it may have against any of them by reason of any damage to or loss of property of the Exhibitor.

Neither AASHTO nor its designated Show Management, nor their respective officers, directors, employees, agents or contractors shall be liable for injury of any type or death from any cause to persons conducting or otherwise participating in the Symposium or to invitees, guests, employees, agents or contractors of the Exhibitor, except if such injury or death is caused by the gross negligence or willful misconduct of AASHTO or its designated Show Management, including their officers, directors, agents or employees.

The Exhibitor acknowledges and agrees neither AASHTO nor its designated Show Management carries business interruption or property damage insurance coverage for loss or damage to Exhibitor's property. It is recommended that the Exhibitor obtain commercially adequate insurance coverage, at its sole expense, for property loss or damage and for liability for personal injury or death.

Neither AASHTO nor its designated Show Management, nor their respective officers, directors, employees, agents, or contractors shall be liable to the Exhibitor in excess of consideration paid by the Exhibitor, exclusive of deposit, for breaches of conduct or tortious conduct by AASHTO and/or designated Show Management and their respective agents, representatives, and independent contractors, whether acting within or without the scope of their authority, by agents, representatives or contractors of the exhibit hall, or by the general public.

17) Errors and Omissions

Neither AASHTO nor its designated Show Management assume any responsibility or liability for any services performed or materials delivered by official Symposium contractors or other suppliers to the Symposium, their personnel or their agents.

18) Indemnification

This Agreement shall not constitute or be considered a partnership, joint venture or agency relationship between AASHTO and/or its designated Show Management and the Exhibitor. Exhibitor acknowledges and agrees that it shall defend, indemnify and hold harmless AASHTO, its designated Show Management, the exhibition hall facility and each of their respective officers, directors, employees, agents and authorized representatives from and against any and all claims, actions, causes of action, losses, suits, damages or injuries to person(s) or property, judgments, expenses, costs (including, without limitation, reasonable attorneys' fees) and charges of every kind arising out of or resulting from the Exhibitor's negligence or intentional or willful misconduct in connection with its occupancy of the exhibit space and its participation in the Symposium, any violation of local, state or federal statutes or regulations, or any breach of the terms and conditions of this Agreement.

19) Use of Certain Property

The Exhibitor shall assume all responsibility for and costs arising from the use of patented, trademarked, copyrighted or franchised materials, devices, processes, dramatic rights or music used on or incorporated in the Exhibitor's space or demonstration. Exhibitor acknowledges that any live or recorded performances of music by or on behalf of the Exhibitor at the Symposium must be licensed from the appropriate copyright owner or its agent. Exhibitor warrants to AASHTO and/or its designated Show Management that it shall assume sole and full responsibility for obtaining any necessary licenses to play or perform such music or for software used to that it will indemnify and hold harmless AASHTO and/or Show Management for any claim arising out of Exhibitor's failure to obtain the required license.

20) Waiver

Neither AASHTO nor Show Management shall be deemed to waive any of their respective rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by an authorized officer of AASHTO and Show Management. No delay or omission by AASHTO or Show Management in exercising any of their rights shall operate as a waiver of such rights.

21) Americans with Disabilities Act

The Exhibitor acknowledges and agrees that it has the sole responsibility under the Americans with Disabilities Act (“Act”) to make its booth accessible to handicapped persons. Exhibitor shall also indemnify, defend and hold harmless AASHTO, Show Management and the facility against any and all costs, expenses, liabilities, claims, or damages which may be incident to, arise out of, or be caused by the Exhibitor’s failure to comply with the Act.

22) Attorneys’ Fees

In the event AASHTO and/or Show Management should be required to employ legal counsel to enforce any of the provisions of this Agreement, or to protect in any manner its interest(s) under this Agreement, AASTHO and/or Show Management, if it prevails, shall be entitled to recover from the Exhibitor all reasonable costs, charges, and expenses, including attorneys’ fees.

23) Severability

In the event any provision of this Agreement is held invalid or unenforceable, then neither remaining provisions of this Agreement nor other applications of provisions involved shall be affected thereby.

24) Applicable Law and Jurisdiction

The Exhibitor hereby agrees that the laws of the District of Columbia shall control construction and enforceability of this Agreement and hereby consents to jurisdiction of the District of Columbia and Federal District Courts within the District of Columbia with respect to any right of action arising under this Agreement.

25) Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto and may not be modified, amended or added to unless in writing signed by authorized officers of each of the parties.

An agreement will be e-mailed to you for you to sign.