



## Exhibitor/Sponsor Rules and Regulations Agreement

### 1. OVERVIEW

The 58th Annual Fall Conference & Expo hosted by the California Transit Association, on behalf of itself, its agents, and employees acting for the management of the 58th Annual Fall Conference & Expo (herein referred to as 'conference'). The conference exhibit hall is designed to provide a showcase of products and services related directly to the profession and work of the California Transit Association (herein referred to as 'host organization'). The host organization reserves the right to refuse rental of exhibit or sponsorship to any company whose good(s) or service(s) is not, in the opinion of the host organization, likely to be compatible with the general character and objectives of the conference or exhibition. If an Exhibitor/Sponsor is evicted for violating these restrictions, the host organization is not liable for any refunds, rental, or other exhibition expenses. The host organization does not guarantee that any space will be available to any applicant. If space is not available, a waiting list may be developed in order of the date of receipt of each completed and paid-in-full application and agreement. All matters and acquisitions not covered by the below rules and regulations are subject to the decision of the host organization. In the event of a decision of general interest, notice will be given by the host organization to affected Exhibitor/Sponsor.

### 2. BOOTHS, BADGES, AND REGISTRATION

- a. Exhibitor/Sponsor booth registrations received with appropriate deposit and/or payment by listed due date will choose or be assigned booth space on a first-come, first-served basis. If any Exhibitor/Sponsor fails to pay, when due, any sum required by the registration, or if any Exhibitor/Sponsor fails to meet any term or condition of these Rules and Regulations, the host organization reserves the right to terminate the registration immediately without refund of any monies previously paid. The event organizers reserve the right to assign space, rearrange the floor plan, and/or reallocate any exhibit at any time before or during the period of exhibition.
- b. The host organization reserves the right to deny any Exhibitor/Sponsor application and to remove any Exhibitor/Sponsor at its sole and arbitrary discretion. Criteria for Exhibitor/Sponsor include, but are not limited to, relevancy to the profession and the mission of the host organization, purpose of education through display and demonstration of products and services, truthfulness of stated claims supported by published materials, and professional and ethical conduct at all times.
- c. Each Exhibitor/Sponsor booth registration will receive complimentary conference registrations as indicated in the prospectus. Attendee badges are not transferrable, may not be swapped with another person, and cannot be changed onsite. Additional conference registrations may be purchased. Admittance to the conference and exhibit hall is limited to those people whose names have been registered by the Exhibitor/Sponsor as required in the Rules and Regulations. If a person (working for, related to, or connected with the Exhibitor/Sponsor) is found to attend the conference or any conference event, without having been registered, the Exhibitor/Sponsor will be required to pay for the full conference registration on site or billed as needed. Children under age 18 will not be allowed admittance to the exhibit hall.

### 3. EXHIBITOR/SPONSOR AGREEMENT TO RULES AND CONDITIONS

- a. The Exhibitor/Sponsor, for itself and its employees and agents, agrees to abide by the conditions stated herein, it being understood, and agreed that the sole control of the exhibit hall rests with the host organization.

- b. The Exhibitor/Sponsor will refer to and follow all instructions communicated regarding the management of their booth space, which may be overseen by a Tradeshow Management Company. This includes shipment of booth materials to the venue, set up hours, tear down hours, and return shipment of booth materials. All exhibits must remain intact for the duration of the conference. **Exhibitor/Sponsor will not tear down, clean out, or box up prior to the date and time indicated, for the benefit and safety of the conference attendees. This will be strictly enforced, and violation may result in expulsion from future events.**
- c. Additional booth services, such as electricity or booth set up, must be requested in advance through the Tradeshow Management Company or other communicated instructions.
- d. The Exhibitor/Sponsor may not assign or sublet any space to another entity and may not advertise or display goods other than those manufactured or sold by the Exhibitor/Sponsor in its regular course of business. In addition, Exhibitor/Sponsor may not switch locations without the prior permission from the host organization.
- e. The Exhibitor/Sponsor agrees and understands that by approving its application, the host organization does not in any way endorse or signal its approval of the Exhibitor/Sponsor's product or service. Accordingly, the Exhibitor/Sponsor agrees that it shall not, in any manner, in its advertising, promotional or similar materials or undertakings, state, suggest, or imply such approval or endorsement. Further, the Exhibitor/Sponsor agrees not to use the host organization's name, logo, or make any reference to it in any other undertakings (e.g., survey, questionnaire, letter of introduction) without written permission.
- f. Exhibitor/Sponsor will not email attendees in a manner that will display the attendee's email address, other contact information, or email content to another attendee. Exhibitor/Sponsor will not forward, sell or distribute conference attendee information. Exhibitor/Sponsor will comply with relevant privacy legislation.
- g. Exhibitor/Sponsor agrees not to extend invitations, call meetings, or otherwise encourage absence of conference attendees or exhibitors from the conference or exhibit hall during the official hours of the conference, exposition, receptions, or any other sanctioned conference event. The host organization may request Exhibitor/Sponsor to cancel scheduled entertainment, cocktail parties, or meetings if a conflict arises. Other organizations may not brand the event as a partnership, collaboration, or element of the host organization conference. The Exhibitor/Sponsor must seek approval from the host organization via email regarding plans prior to the event announcement or marketing; functions shall not conflict with the conference schedule. For any pre-approved functions or meetings, the Exhibitor/Sponsor assumes full responsibility for property damage, personal injury, or death to any party, by reason of assurances at or related to any such functions conducted by it. **This will be strictly enforced, and violation may result in expulsion from future events.**

#### 4. CARE OF EXHIBIT SPACE

- a. Exhibits may be displayed only in the official exhibit area as established by the host organization. Distribution of approved souvenirs, advertising matter, or any other materials is forbidden if taken place anywhere other than within the Exhibitor/Sponsor booth.
- b. Exhibitor/Sponsor shall be responsible for properly maintaining their space, which includes the following:
  - i. No placement of anything in the aisles during exhibit hours.
  - ii. No backdrops or any part of their displays may exceed 8' in height.
  - iii. No part of a display in the front half of the booth may be higher than 48".
  - iv. Any display, fixtures/products, or material over 48" must be at least 10 linear feet away from any adjacent booth.
  - v. No signs shall be affixed to walls, drapes, electrical outlets, etc., using nails, tacks, staples, or tape. Any damage to the facility through carelessness of Exhibitor/Sponsor or their employees or agents must be paid by the Exhibitor/Sponsor causing the damages.
  - vi. Any Exhibitor/Sponsor distributing stickers or balloons will be held responsible for removing them from any part of the premises at the conclusion of the event.

- vii. **A booth representative must be in attendance at all times during posted exhibit hall hours.** If the Exhibitor/Sponsor must leave their booth during show hours, they are not to exceed 10 minutes of absence and they are required to leave a sign indicating when they will be back.
  - viii. Exhibitor/Sponsor representatives shall not congregate or solicit trade in the aisles. Prior written consent by the host organization is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to the exhibit space only. Management in its sole and absolute discretion may withdraw consent at any time, in which event Exhibitor/Sponsor shall terminate such activity forthwith and may be asked to leave. Distribution of pamphlets, brochures, or any advertising matter must be confined to the exhibit space.
  - ix. Exhibitor/Sponsor shall refrain from any action that will distract attendees from attendance at the conference. Exhibitor/Sponsor shall not lead attendees from one exhibit space to another or to elevators or escalators. Exhibitor/Sponsor shall not enter another Exhibitor/Sponsor's space without invitation or when unattended. No Exhibitor/Sponsor or any of its representatives shall conduct itself in a manner offensive to standards of decency or good taste.
  - x. **In the event that the exhibit hall educational sessions occupy the same space, Exhibitor/Sponsor must comply with quiet hours and not speak or engage in networking with each other or with attendees inside the room during any and all presentations in that space.**
  - xi. Except for service animals, or approved support animals for persons with disabilities, no pets are allowed (even temporarily) without prior written authorization from the host organization.
- c. Fire regulations prohibit the use of paper (crepe or corrugated), cardboard, or other flammable materials for booth decorations. All materials in exhibit areas must be nonflammable. Electric signs and equipment must be wired to meet local fire code specifications. Fire extinguishers on walls or elsewhere must not be removed or obstructed.
  - d. Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the exhibit area without the host organization's permission and the permission of the proper building authority. Exhibitor/Sponsor shall be solely responsible for any and all damage to the Facility caused by the Exhibitor/Sponsor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.
  - e. Objectionable audible or visual attention-getting devices or effects, offensive odors, and/or fragrant flowers that could aggravate allergies are prohibited on the exhibit floor. Any special promotions or stunts planned for the exhibit floor or in the area must be pre-approved by host organization via email. Sample-giving shall not interfere with other exhibitors' space or in the walkways. Exhibitor/Sponsors are not permitted to conduct contests or drawings at their tables without the permission of the host organization. Films of purely entertainment character, without educational or informative values, will not be permitted. Any Exhibitor/Sponsor providing music during the Exhibition must contact the host organization for approval and pay any associated fees.

## 5. CANCELLATIONS

- a. The host organization reserves the right to accept or reject an Exhibitor/Sponsor registration at its sole discretion, and further reserves the right to cancel any agreement for exhibit space at any time and for any reason, provided that it gives notice of such cancellation at least ten (10) days prior to the official opening date of the event. In the event that the host organization declines to accept a registration, or cancels a registration as set forth above, exhibiting fee will be returned in full. In the event of cancellation or relocation of an event due to circumstances within the host organization's direct control, refund is limited to payment received for exhibit space. In the event the host organization has no control over the cancellation or relocation of an event, host organization will have no liability of any kind to the Exhibitor/Sponsor but will refund any fees paid by the Exhibitor/Sponsor, less any and all expenses incurred by the host organization for advertising, administration, or similar and related costs.

- b. Exhibitor/Sponsor cancellation requests received at least six weeks prior to the first day of the conference may receive a full refund. **Cancellation requests received less than six weeks prior to the start of the first day of the conference will not be subject to a refund.** Exhibitor/Sponsor cancellation of exhibit space must be directed to the host organization in writing.

## 6. LIABILITY

- a. Neither the host organization, their members, officers, representatives, or employees, nor the Venue, or its employees, will be responsible for any injury, loss, or damage that may occur to the Exhibitor/Sponsor's employees or property from any cause whatsoever, prior, during, or after the period covered by rules and regulations.
- b. Each Exhibitor/Sponsor must make provision for the safeguarding of its goods, materials, equipment, and display at all times. The implementation of safeguards shall not be deemed to affect the non-liability of the host organization, the Venue or their officers, representatives, or employees.
- c. In the event that said premises are destroyed by fire or the elements, or by any cause, or in the event of government intervention or regulation, military activity, strikes, or any other circumstances that make it impossible or inadvisable to hold the conference at the time and place advertised then and there upon the contract shall terminate and the Exhibitor/Sponsor shall waive any claim for damages or compensation, except the pro rata return of the amount paid for space, after deduction of actual expenses incurred in connection with the conference, and there shall be no further liability on the part of either party.
- d. In the event any part of the exhibit hall is damaged, or if circumstances make it impossible to permit an Exhibitor/Sponsor to occupy the space assigned during any part or the whole of the period covered, then under such circumstances the Exhibitor/Sponsor will be charged for space only for the period the space was or could have been occupied by the Exhibitor/Sponsor, and the host organization is released from any and all claims for damages that may arise in consequences thereof.

## 7. INDEMNIFICATION and INSURANCE

- a. Exhibitor/Sponsor shall protect, indemnify, defend, and hold the host organization, the Venue and all other Exhibitor/Sponsors, and each of their respective parents, subsidiaries and affiliates, trustees, officers, directors, employees and agents harmless from and against all claims, liability, actions, judgments, losses, costs, fines, and expenses (including reasonable attorneys' fees) arising out of or related to, (i) Exhibitor/Sponsor's use of the Venue, its participation as an Exhibitor/Sponsor at the Event, the conduct of Exhibitor/Sponsor's business, or from any activity, work, or other items that may be permitted or suffered by Exhibitor/Sponsor in or about the Event and/or the Venue]; (ii) any breach or default in the performance of any obligation on the Exhibitor/Sponsor's part; and (iii) any negligence of Exhibitor/Sponsor or any of its agents, contractors, employees, and invitees. Insurance coverage will not be afforded to Exhibitor/Sponsor by any party associated with the conference, including the host organization and the Venue. Exhibitor/Sponsor shall carry and maintain during the term of the conference, at the Exhibitor/Sponsor's sole cost and expense, as a minimum, the following insurance with an [AM Best](#) rating of A- or better:
  - i. Workers' Compensation as required by the state where the work is to be performed and Employer's Liability insurance with limits of at least \$500,000; and
  - ii. Commercial General Liability including, but not limited to premises and operations, products/completed operations, contractual liability, independent contractors, and personal/advertising injury liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

Coverage provided shall be primary and noncontributory or excess over other valid insurance, which may be available to the host organization. Exhibitor/Sponsor shall submit to the host organization, whenever requested, a certificate of insurance that evidences the required insurance coverages and inclusion of the host organization as an additional insured on the commercial general liability insurance policy. All certificates shall state that coverages afforded will not be cancelled,

non-renewed or materially reduced without thirty (30) day advance written notice to the host organization. If the host organization cannot hold the conference due to any cause beyond its control, or if the conference area is uninhabitable due to acts of God during any part or whole of the exhibition, the host organization and its subsidiaries are not responsible, and Exhibitor/Sponsor hereby waives any claim against the host organization and its affiliates for any alleged losses or damages which may arise from such inability to occupy assigned space.

## 8. AMENDMENTS

- a. The host organization reserves the right to interpret, amend, and enforce these Exhibitor/Sponsor Rules and Regulations. Electronic written notice of any amendments or interpretations shall be provided to each Exhibitor/Sponsor. Each Exhibitor/Sponsor, for themselves, their agents, and employees agree to abide by all Contract Rules and Regulations set forth herein, or by any subsequent amendments or interpretations.

## 9. COMMUNICATION

- a. Any notices and instructions required or permitted hereunder shall be given to the appropriate Exhibitor/Sponsor contact(s) via the email address and/or telephone number provided or at another email address specified by the party. It is advised that the Exhibitor/Sponsor contact(s) add the host organization's email to their safe sender list to avoid missing important communications. Exhibitor/Sponsor agrees to be bound by the decisions of the host organization in interpreting these Rules & Regulations.

This Agreement, including all Rules and Regulations, (i) constitutes the entire agreement of the parties with respect to the subject matter hereof, (ii) may be modified only by written amendment signed by both parties, (iii) may not be assigned in whole or in part by Exhibitor/Sponsor nor may Exhibitor/Sponsor subcontract any of the services to be provided hereunder without the prior written approval of the host organization, (iv) shall be governed by the internal laws of the State of California without regard to choice of law principles, and (v) shall not become effective until signed by duly authorized representatives of both parties. If any provision of this Agreement is determined to be invalid or unenforceable in any jurisdiction, the remaining provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed so as to effectuate the purposes and intent of the parties. The failure of either party to enforce any right or obligation under this Agreement shall not be deemed a waiver thereof and shall not prevent the later enforcement of any right or obligation hereunder.

**EXCEPT FOR EXHIBITOR/SPONSOR'S OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.**

## ACCEPTANCE

Exhibitor/Sponsor, by its undersigned duly authorized representative, agrees to comply with all terms and conditions contained in this Agreement, the conference policies, and any requirements and/or rules provided by the host organization, Venue, or Tradeshow Management Company.

Signature \_\_\_\_\_

Name/Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_