

1. Contract for Space: This application for space assignment by the American Society of Civil Engineers (ASCE), hereinafter referred to as Show Management, becomes a contract when signed by the exhibiting company and accepted by ASCE.

2. Cancellation of Exposition: Should the exposition be canceled, postponed or abandoned thirty days (30) or more prior to the opening date, the Exhibitor shall be refunded the amount paid for rental space. However, if the exposition is canceled, postponed, or abandoned within thirty (30) days prior to the opening date of such exposition, 50% of the money paid for rental will be refunded.

3. Payments for Space: Signed applications must be accompanied by 50% of the total space rental, made payable to ASCE/SEI ETS Exhibits, if received before January 21, 2021. Contracts submitted after January 21, 2021 must be accompanied by payment in full. All space must be paid in full by January 21, 2021. After that date all reserved booth space not paid in full will be released for resale. Setup is prohibited until booth space is paid in full.

4. Cancellation of Space: Cancellation notification must be submitted in writing to ASCE Show Management. Refund of the total amount paid less a \$200 processing fee per reserved space will be made if cancellation is received before January 21, 2021. No refunds will be made for cancellations received on or January 21, 2021.

5. Forfeiture: If an Exhibitor does not follow the rules and regulations set by Show Management, the Exhibitor shall forfeit the amount paid for space, regardless of whether the exhibit space is subsequently leased.

6. Rejection of Application: Show Management reserves the right to cancel or refuse rental of display space to any person or company whose conduct or display of goods is, in the opinion of Show Management, incompatible with the general character and objectives of the exposition.

7. Subletting Space: The exhibitor shall not reassign, sublease or share assigned exhibit space with any person, firm, or other entity and agrees not to exhibit, advertise, or offer for sale goods other than those manufactured or sold by him in the regular course of business, without notification to and approval of ASCE Show Management.

8. Exhibit Hours, Installation, and Dismantling: The hours during which the exposition will be open are posted on the conference website www.etsconference.org

PLEASE NOTE: HALL IS CARPETED.

No materials can be accepted in the exhibit hall prior to 8:00 a.m. on Sunday, September 19. All exhibits must be completely set-up by 4:00 p.m. on Sunday, September 19. Any space not claimed and occupied prior to 1:00 p.m. on Sunday, September 19, may be resold or reassigned by ASCE without any obligation on the part of ASCE for any refund. Special arrangements may be made for late set-up with prior approval from ASCE Show Management.

Dismantling of exhibits **must not** begin before hall closing at 1:45 p.m. on Wednesday, September 22. Exhibitors agree by signing this contract that they will remain on the exhibit hall floor until the official close of the show. All exhibits must be packed and ready for shipment no later than 5:00 p.m. on Wednesday, September 22, 2021.

9. Relocation: Show Management reserves the right to relocate an Exhibitor's booth space due to modifications of the exhibit facility, fire marshal restrictions, or any other reason in the best interest of the overall exposition.

10. Fire Protection: Booth decorations must be flameproof, and all hangings must clear the floor. Electrical wiring must conform with all local and state government requirements and to National Electrical Code Safety Rules. If inspection indicates that any Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, Show Management has the right to cancel all or such part of this exhibit as may be irregular.

11. Repair of damages: The cost of repairing any damage by the Exhibitor, its employees, representatives, or agents will be billed to and paid by the Exhibitor. Nothing will be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture, or other property of the hotel/conv. center.

12. Circularization and Solicitation: Distribution of circulars or promotion material may be made only within the booth assigned to the Exhibitor presenting such material. Promotional material may not be distributed or left for attendees to pick up in the aisles, registration area, or anywhere else in the convention facility. Non-exhibiting companies/organization will not be permitted to solicit business within the exhibit area or anywhere in the convention center.

13. Loss, Damage and Injury: Show Management will not be responsible for any injury, loss, or damage that may occur to an Exhibitor's employee or property from any cause whatsoever. Show Management will not be liable for any injury, loss, or damage which may be sustained by any person who may be on the premises leased to an Exhibitor, or watching, observing, or participating in any demonstration or exhibit of Exhibitors.

14. Insurance: The Exhibitor agrees to obtain the following insurance coverage during the dates of the ASCE Exposition, including move-in, move-out days, and be prepared to furnish a certificate of insurance to ASCE if requested; (a) comprehensive general liability insurance, including protective and contractual liability coverage of \$250,000/\$500,000 for bodily injury and \$50,000 property damage (b) employers liability insurance with minimum limits of \$100,000 per accident; (c) workers compensation/occupational disease coverage in full compliance with federal and state laws; (d) owned, non-owned, and hired vehicles, including loading/unloading hazards with bodily injury limits of \$250,000/\$500,000 and property damage limits of \$100,000.

15. Restrictions in Operation of Exhibits: Show Management reserves the right to restrict or evict exhibits, which because of noise, method of operation, materials, or which detract from the general character of the hall, or any other reason, become objectionable. This reservation includes anything of a character deemed to be objectionable to the exhibit or that interferes with the activities of neighboring Exhibitors. In the event of such restriction or eviction, Show Management is not liable for any refunds or rentals or other exhibit expense.

16. Giveaways, Drawings, Distribution of Gifts, and Food Sampling: All drawings or contests must be completed, and all prizes presented to winners prior to closing of the exposition. If the display of the prize is not practical because of its size or other complication, the Exhibitor must display a photo and details as to the prizes size, value, color, etc. It is the responsibility of the Exhibitor to notify winners. No sample food or beverage products may be distributed w/o prior authorization from Show Management.

17. Compliance with the Law: The Exhibitor or his representative or employees shall not engage in any display, publication, performance, or other activity which conflicts with any federal, state, or local law, regulation, rule, or ordinance. Firearms may not be used as a part of an exhibit nor as a giveaway. Exhibitors cannot display or bring into the exhibit any animal, bird, fish, or other non-human creature without Show Management approval.

18. Music Licensing: The Exhibitor agrees to pay all royalties, license fees or other charges for any music, either live or recorded, or other entertainment of any kind or nature, played, staged, or produced by the Exhibitor, its agents or employees within the premises by this License Agreement including but not limited to royalties or licensing fees due to BMI, ASCAP, or SESAC. The Exhibitor agrees to hold Show Management harmless against any claims or charges.

19. Interpretation and Amendment: The Exhibit Manager shall have full power to interpret or amend these rules. The Exhibitor agrees to abide by any rules or regulations that may hereafter be adopted by Show Management, which shall be as much a part hereof as though fully incorporated herein.

20. Attendee Listings: Exhibitors agree to a one-time use of the attendee list provided at the end of the Show solely for the purposes of follow-up. A separate mailing list rental form is available for additional use. Neither the list nor any excerpts thereof may be duplicated, reproduced, reused, or transferred without prior written permission from Show Management.

21. Children Attendance Policy: No Children under 18 allowed in the exhibit hall.

22. The ETS Conference does not permit competing events scheduled during the conference activities. All activities are posted on the conference website www.etsconference.org

23. Hotel room reservations- please do not reserve more than 10 rooms per company if you are not sure everyone is attending.