

SAME EXHIBITOR RULES & REGULATIONS

Exhibitor agrees to comply with the rules and regulations outlined on this document and in the Exhibitor Services kit, and any additional rules, regulations and information as may be adopted by SAME and Show Management.

1. **RULES AND REGULATIONS:** The term "Event" refers to the Society of American Military Engineers' Small Business Conference. The Event is owned, produced, and managed by the Society of American Military Engineers (SAME). The term "Exhibitor" refers to the organization or person that applied for and has been granted exhibit space rental and such applicant's officers, directors, shareholders, employees, contractors, agents, and representatives.
2. **EXHIBIT CONTRACT:** Your Exhibit Registration is the Contract for Exhibit Space and will constitute a binding contract (the "Agreement"). SAME reserves the right to reject any contract for space for any reason. If any Exhibitor changes management or is purchased by another company/organization, this Agreement becomes binding on such company/organization. Failure to abide by cancellation deadlines is a breach of this contract.
3. **EXHIBITING CODES AND AGREEMENTS:** The exhibitor agrees to adhere to all conditions and regulations outlined by SAME, in the exhibitor service kit, and any additional rules, regulations, and information as may be adopted by SAME or the event facility. Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations of the facility where the exposition is held; (ii) any rules or regulations of said facility; (iii) the terms of all leases and agreements between SAME and the managers or owners of said facility; (iv) the terms of any and all leases and agreements between SAME and any other party relating to the Event; and (v) all Federal, State, and local laws, codes, ordinances and rules; without limiting the foregoing, Exhibitor shall construct its displays to comply with the Americans with Disabilities Act. Exhibitor shall not, nor shall Exhibitor permit others to do anything to its exhibit space or do anything in the Event facility which would cause a difference in conditions from those previously approved by the insurance carriers of SAME, or the owners or managers of said facility, which will in any way increase premiums payable by any of said parties, and Exhibitor shall be responsible for any such increase resulting from violation of this section.
4. **EXHIBIT SPACE SPECIFICATIONS:** All booths are 10'x10'. Multiple booths may be purchased. With each 10x10 booth, exhibiting company shall receive 8' high draped back wall, 3' high draped side wall; 7' x 44" identification sign; standard carpet in color determined by SAME; 6' draped table in color determined by SAME; two standard side chairs; a company listing in the official program guide; one-time use of the pre-registered attendee list for the purpose of promoting Exhibitor's participation in Event; and full conference registrations per 10x10 booth.
5. **EXHIBIT SPACE ASSIGNMENT:** Exhibit space will be assigned in the order in which applications are received by SAME. SAME shall act in good faith to assign the Exhibitor's booth in the location indicated by Exhibitor. Notwithstanding the above, SAME reserves the right to change the floor plan or to change the location assigned to Exhibitor at any time as it may, in its sole discretion, deem necessary in the best interest of the Event. Exhibitor shall not sublet or permit the use of all or any part of the booth or any equipment provided by SAME, nor shall Exhibitor assign this Agreement in whole or in part, without written notice to and approval from SAME.
6. **EXHIBITOR SERVICES KIT:** An Exhibitor Services Kit will be available to Exhibitor via electronic means. The Exhibitor Services Kit will include pertinent information regarding the Event including, but not limited to, additional rules and regulations, display rules, installation/dismantle schedules, registration information, official contractor order forms and pricing, shipping and drayage, utilities and building services, audio/visual, and additional visibility opportunities.
7. **EXHIBITOR REPRESENTATION:** Each Exhibitor representative/ point of contact must be registered to participate in the Event. Two Full Conference registrations per 10x10 booth space is included in booth fees, as noted above. Registration includes access to the exhibit hall, and admission to events taking place in the Convention Center.
8. **PAYMENT / CANCELLATION OF SPACE BY EXHIBITOR:** For Exhibits, a 50% deposit of booth fees is required at the time of booth selection. Booth sales are not final until payment is received in full. Payment by credit card can be submitted during the space selection lottery; payment by check must be received within 30 days of registration. Payment in full is due August 2, 2021 or 30 days after registration if registering after August 2, 2021. SAME reserves the right to cancel booths that have not been paid within 30 days of registration.
Full refund of all payments, less a \$100 administrative fee will be granted if written notice is received by SAME no later than August 2, 2021; a 50% refund of total exhibit fees less a \$100 administrative fee will be granted if written notice is received by SAME between August 3 and August 31; commencing September 1, 2021, no refund will be granted.
Sponsorships must be paid in full by August 31, 2021 and cannot be cancelled or refunded at any time upon contract completion. A separate contract will be administered for sponsorships.
9. **CANCELLATION OF EVENT:** It is mutually agreed that in the event the conference is cancelled due to disaster, strike, labor dispute, governmental intervention, malicious damage, acts of war, or other causes which would prevent its scheduled opening or continuance, then and thereupon this agreement will automatically be terminated and SAME shall determine an equitable basis for the refund of such portion of the exhibit fee as is possible, after due consideration of expenditures and commitments already made.
10. **EXHIBIT SPACE OCCUPANCY:** Any Exhibitor that fails to occupy its assigned exhibit space by the end of published set-up hours, leaves its exhibit space unattended during Event hours, or begins dismantling of exhibit space prior to the close of the Event by SAME, may forfeit its right to the exhibit space and its eligibility to exhibit at future SAME events. Failure to occupy exhibit space does not relieve the Exhibitor from their obligation to pay the full booth rental fees. Furthermore, exhibitors that breakdown early will be charged \$250 which will be added to the company's registration and be removed from the following years booth lottery process.
11. **ARRANGEMENTS OF EXHIBITS:** Exhibitor agrees to abide by all exhibit display guidelines published in the Exhibitor Services Kit. For linear booths, in the area five feet forward from the rear of the booth, display material may be placed up to a height not exceeding eight feet from the floor. For island booths, display material may be placed up to a height not exceeding sixteen feet from the floor. Exhibitors are not permitted to hang any displays from the ceiling of the Event facility. Aisles may not be obstructed at any time by the exhibitor's displays. All Exhibitors must remain within the confines of their own exhibit space, and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of other Exhibitors. SAME shall have the right to demand modification of the appearance of dress of persons or mannequins used in conjunction with displays or demonstrations. Exhibits not conforming to these specifications, or which in design, operation, or otherwise, are deemed objectionable by SAME in its sole discretion, will be prohibited.
12. **HANDLING AND STORAGE:** Neither SAME nor the owners or managers of the Event facility will accept or store display materials or empty crates; Exhibitor shall make its own arrangements for shipment, delivery, receipt, and storage of such materials and empty crates. Such arrangements may be made through the Official Drayer, and Exhibitor shall in any event provide the Official Drayer with copies of all bills of lading. All shipments and deliveries to the Event shall be prepaid. Exhibitor shall not incur any obligation to the Official Drayer merely by reason of providing copies of any bills of lading hereunder. Information on material handling and shipping can be found in the Exhibitor Service Kit.
13. **SECURITY:** SAME shall provide security of the periphery of the exhibition hall on a twenty-four hour basis beginning at the start of move-in and continuing through the exhibition closing. Security service is not provided to individual booth spaces, and SAME shall not be held responsible for any damage or loss to Exhibitor property.
14. **EXHIBIT CONDUCT and Operation/Right of Entry and Inspection:**
 - A. Exhibitors may not schedule private functions or events with conflict with officially scheduled SAME events.
 - B. Distribution of any promotional or educational materials may be conducted and circulated only within the Exhibitor's contracted exhibit space.
 - C. Exhibitor must open its exhibit on time and staff the booth at all times during the exhibit hours, except during the Technical Sessions when the exhibit may be left unstaffed at the discretion of the Exhibitor. No packing of equipment or literature or dismantling of exhibits is permitted until the exhibit hall is officially announced closed.
 - D. Exhibitors must conduct exhibits in a dignified and professional manner.

- E. Noise from electrical or mechanical apparatus or presentations within the booth must not interfere with other exhibitors.
- F. Order taking is permitted when conducted in a professional manner.
- G. The use of helium-filled balloons is prohibited in the Event.
- H. Food and beverage may be dispensed from Exhibitor's booth within the following guidelines: a. Distribution area must be kept clean and attractive; b. All attendees must have the opportunity to receive samples; and c. Any food and beverage distributed must be arranged through the facility where the Event is held.
- I. Exhibitors must surrender the space occupied in the same condition as received. If Exhibitors engage in any conduct in violation of the rules and or applicable laws, SAME reserves the right to cancel the Exhibitor's space without further notice and without obligation to refund monies previously paid and to re-sell exhibit space assigned. SAME further reserves the right to reject Exhibitor's application to exhibit in future shows of SAME. Further, SAME in its absolute discretion shall have the right at any time to enter and inspect the area occupied by Exhibitor.
- J. Exhibitors and their representatives shall at all times conduct themselves in a professional manner and shall not disparage or defame fellow exhibiting companies, member companies, SAME, SAME Posts, or the employees of aforementioned organizations, or engage in other activities detrimental to the Event.
15. **LISTING AND PROMOTIONAL MATERIALS:** By exhibiting at the Event, Exhibitor grants SAME a fully paid, perpetual, non-exclusive license to use, display, and reproduce the name of the Exhibitor in any directory or listing of the Event exhibitors and to use such names in promotional materials. SAME shall not be liable for any errors in any listing or for omitting any Exhibitor from any directory or listing pertaining to the Event.
17. **LIABILITY AND INSURANCE:** This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between SAME and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless, and defend SAME, its officers, directors, employees, agents, affiliates, and subsidiaries (collectively, "Indemnified Party"), from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest, and attorney's fees) which any Indemnified Party may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that the Indemnified Party, shall not be responsible in any way for damage, loss, or destruction of any property of Exhibitor or injury to Exhibitor or its representatives, agents, employees, licensees, or invitees. Exhibitors must obtain insurance policies covering exhibit materials at the SAME Event. Exhibitors must also have adequate public liability, bodily injury, and property damage insurance. Such insurance shall name the Event facility, SAME, and the Official General Contractor as additional insureds. Upon request, Exhibitor shall provide a certificate of insurance to SAME.
18. **LIMITATION OF DAMAGES:** In no event will an Indemnified Party be liable to the Exhibitor, whether in contract or tort, for any amount in excess of the exhibit space rental fee in relation to any damages, including lost profits, arising out of or relating to the SAME Event, the rental of exhibit space, the conduct of SAME, any breach of this Agreement, or any other act, omission, or occurrence.
19. **PROTECTION OF EXHIBIT FACILITY:** Exhibitor is expressly bound, at its expense, to promptly pay for or repair any and all damage to the exhibit facility, booth equipment, or the property of others caused by the Exhibitor or any of its employees, agents, contractors, or representatives.
20. **INTERPRETATION AND ENFORCEMENT:** SAME has full power to interpret and enforce all regulations for the Event and the power to make amendments and/or further regulations that are considered necessary for the proper conduct of the Event. Such decisions shall be binding on all Event exhibitors. Failure to comply with any rule or regulation may be sufficient cause for SAME to require the immediate removal of the offending exhibitor, and may result in forfeiture of all further rights to exhibit at future events sponsored by SAME, together with all fees paid. SAME may lease any space so forfeited to another exhibitor.