

## Rules and Regulations

### 1. Facility Maintenance

Exhibitor and its agents shall not injure, deface or damage any part of the exhibit building, tabletops, tabletop contents, show equipment or décor. When such damage appears, the exhibitor and/or its agent shall be liable to the owner of the property for any such damage. UPCEA shall have the right at any time to enter the leased area occupied by the exhibitor or otherwise inspect exhibitor's materials

### 2. Storage

Packing crates and/or boxes are not permitted in sight in the tabletop area during the exhibit period(s). It is the exhibitor's responsibility to mark and identify their boxes and crates. UPCEA and host hotel assume no responsibility or liability for the condition of contents of crates and boxes. Due to local Fire Code Regulations it may be necessary to store empty crates or boxes outside the building. UPCEA and host hotel assume no responsibility or liability for theft or damage to them.

### 3. Assignment of Tabletop or Booth Space/Payment Terms

Registering for a booth or tabletop only reserves a spot on the exhibit floor. Tabletop/Booth space requests will only be assigned once payment is received in full to UPCEA. If payment is not received within 15 days of the conference UPCEA will assign the location based on the space that is left. Reasonable efforts will be made to honor specific tabletop or booth location requests; however, UPCEA does not guarantee specific tabletop or booth space or location requests. All signage and exhibit materials must fit on top or behind your assigned 6' exhibitor table. They cannot exceed 6' in width and 8' in height. Signage or exhibit materials that do not fit within the designated 6' exhibitor space will be subject to removal. UPCEA reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary. Exhibitors may only switch booths with the permission from an UPCEA associate. Payment should be made to UPCEA pursuant to the terms of the Online Application to Exhibit contract (check vs. credit card). UPCEA reserves the right to not accept an exhibit application that might be objectionable, unethical, in breach of the law or contrary to the best interests of the conference or seminar, and to prohibit and/or remove any exhibits which might detract from the general character of the Seminar.

### 4. Affiliate Meeting Request

Affiliate meeting request are reserved solely for conference sponsors. Those request must be made to UPCEA and approved in writing. Approval is based

on meeting space availability and conference schedule. Any food and beverage order for such meetings must be applied to food and beverage minimum.

### 5. Cancellation of Exhibit Space

All requests for cancellation of tabletop space must be made in writing. If an exhibitor cancels, the following deadlines shall apply: a. 40% refund will be granted where notice of cancellation is received by UPCEA sixty (60) days in advance of the first day of conference; b. 0% refund for cancellation requests received after sixty (60) days of the first day of conference. Once the tabletop space is canceled, UPCEA reserves the right to resell the space.

### 6. Security

The host hotel provides security 24 hours a day by a proprietary staff of officers; this is for the entire hotel not at all specific the exhibit area. UPCEA and the host strongly recommend that each exhibitor not leave portable, valuable merchandise exposed in the Exhibit Area, especially during set-up and dismantling. The exhibitor retains sole legal and financial responsibility for its own exhibit personnel or volunteers, exhibit materials and the conduct of its activities within the Exhibit Area.

### 7. Appropriate Volumes

Exhibitor shall in no way exceed a noise level that is disturbing to other exhibitors and attendees.

### 8. Tabletop or booth Sales Transactions

To ensure compliance with applicable federal, state and local laws and regulations, no tabletop or booth sales transactions will be permitted in the Exhibit Area during the conference or seminar Exhibition; however, the exhibitor may accept an order at the tabletop or booth where the sales transaction is consummated and then appropriately invoice at a later date.

### 9. Errors and Omissions

UPCEA assumes no responsibility or liability for any services performed or materials delivered by other suppliers to the Exhibit Area, their personnel or their agents.

### 10. Liability/Insurance

Notwithstanding the security provided under Section 9 above, the exhibitor understands and agrees that UPCEA and the host hotel, including their respective officers, directors, employees, staff, agents or volunteers, shall not be responsible for the safety of property of the exhibitor from theft, damage by fire, accident, vandalism or other causes, and the exhibitor hereby waives and releases any claims or demands it may have against any of them by reason of any damage to or loss of any property of the

exhibitor. The exhibitor further understands and agrees that UPCEA and the host hotel, including their respective officers, directors, employees, agents, staff and volunteers, shall not be liable for injury of any type from any cause to persons conducting or otherwise participating in the Conference or Seminar Exhibition or to invitees, guests or employees of the exhibitor. The exhibitor understands and agrees that UPCEA and the host hotel, including their respective officers, directors, employees, agents or volunteers, do not carry business interruption or property damage insurance coverage for loss or damage of exhibitor's property. It is strongly recommended that the exhibitor obtain adequate insurance coverage, at its own expense, for property loss or damage and liability for personal injury or death. The exhibitor understands and agrees that UPCEA, including their respective officers, directors, employees, agents or volunteers, shall not be liable to exhibitor in excess of consideration paid by exhibitor, exclusive of deposit, for breaches of conduct or tortious conduct by UPCEA.

#### **11. Hold Harmless and Indemnification**

Exhibitor agrees to indemnify, hold harmless and defend UPCEA and the host hotel, and their respective officers, directors, employees, agent, staff and volunteers from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever as they arise (including, but not limited to court costs, reasonable attorneys' fees and interest) which UPCEA and the host hotel may incur, suffer, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act, error or omission or breach of these terms, conditions, rules or regulations by the exhibitor, its officers, directors, employees, staff, volunteers, agents or representatives. Exhibitor assumes full responsibility and liability for the actions of its agents, employees, representatives and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless and defend UPCEA and the host hotel, as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of acts, errors or omissions of the exhibitor, its agents, employees, representatives or independent contractors whether acting within or without the scope of their authority.

#### **12. Enforcement of Regulations**

UPCEA retains full power and authority to interpret and enforce all rules and regulations of the conference or seminar exhibition and power to make amendments and/or further rules and regulations that are considered necessary for proper conduct in the Exhibit Area and at the conference or seminar. Such decisions shall be binding upon all exhibitors. Failure to comply with these or any other regulations or amendments may be sufficient cause for UPCEA to require immediate removal of the exhibit and/or offending exhibitor. Failure to comply may also

result in forfeiture of all further rights to exhibit at future seminars and conferences sponsored by UPCEA, together with all fees paid. UPCEA may lease any space so forfeited to another exhibitor and retain all revenue collected.

#### **13. Cancellation or Postponement of Show**

In the event the conference or seminar Exhibition is postponed due to any occurrence not occasioned by the conduct of UPCEA or the host hotel or exhibitor, whether such occurrence be an Act of God, common enemy, result of war, riot, civil commotion, act of terrorism, public health emergency, labor dispute, government act, or act or conduct of any person or persons not party or privy to this agreement, then performance of the parties under this agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation of the Seminar Exhibition, the obligations of the parties under this agreement shall automatically be terminated and all rental payments made under this agreement shall be refunded to the exhibitor, less a pro rata share of expenses actually incurred by UPCEA in connection with the Conference or Seminar Exhibition. UPCEA reserves the right, with no liability to the exhibitor for refunds, additional expenses or otherwise, to change the date or place of the Conference or Seminar Exhibition upon two weeks written notice to the exhibitor, effective from the date of mailing of such notice.

#### **14. Waiver**

Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of their agreement. Any rights of UPCEA shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of UPCEA.

#### **15. Applicable Law and Jurisdiction**

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

#### **16. 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.

#### **17. Agreement subject to Terms of Facility Lease**

This agreement between the exhibitor and UPCEA is subject to the terms and conditions of the lease agreement between UPCEA and the exhibition facility, and to the terms of any and all agreements between UPCEA and any other party relating to the Conference or Seminar Exhibition. The exhibitor shall not undertake any act or fail to fulfill any obligation

which shall be in violation of said lease or agreements.

**18. Conference Photo Policy**

Registrants of UPCEA Events agree to allow UPCEA and its official photographer to photograph them in the context of the conference. Footage captured by the official UPCEA photographer may be used in future print and electronic promotional and archival materials. For questions or concerns, please call 202.659.3130 or email [info@upcea.edu](mailto:info@upcea.edu).