

## 2024 MFAA Fall Conference EXPO TERMS &

- 1. Sponsors:** The word “sponsors” as used herein shall mean the Massachusetts Facilities Administrators Association or their officers, agents, or employees acting for the sponsors in the management of the exhibit.
- 2. Assignment and Eligibility:** The sponsors shall assign the exhibit space to the exhibitor for the period of the show, provided the Show Building is made available to the sponsors. Such assignment is made for the period of this show only and does not imply that the same or similar space will be held or offered for future shows. The sponsors reserve the right to determine the eligibility of any company or product for inclusion in the exhibit.
- 3. Indemnity and Limitations of Liability:** Neither the sponsors nor the Show Building nor any of its officers, agents, employees or other representatives shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the exhibitor or any of its officers, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause. The exhibitor shall indemnify, defend and protect the sponsors and the Show Building against, and hold and save the sponsors and the Show Building harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorneys’ fees and expenses of whatever kind or nature, including, but not limited to, claims of damage or loss resulting from the breach of these terms, conditions and rules, claims of property or personal injury caused by or attributable in whole or in part to any action or failure to act whether by negligence or otherwise, on the part of the exhibitor or any of its officers, agents, employees or other representatives, and claims of damage or loss to any third party resulting from an infringement of a copyright or patent or the unauthorized use of a registered trademark.
- 4. Defacing of the Building:** The exhibitor shall not injure, nor mar, nor in any manner deface said premises. The exhibitor shall be liable for any damages caused to the building walls, floors, or columns, or to booth equipment, or to any other property and will pay the sponsors upon demand such sum as shall be necessary to restore said premises to present condition. The exhibitor assumes full responsibility for the character, acts, and conduct of all persona acting for in behalf of said exhibitor
- 5. Compliance of Laws:** The exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the Show Building. Cloth decorations must be flame proof. Wiring must comply with fire department and underwriters’ rules. Smoking in exhibit halls may be forbidden. Crowding will be restricted. Aisles, fire exits and fire hoses cannot be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. All use of any type of equipment in the booth and any booth or booth contents exceeding eight feet in height must meet fire marshal standards and be approved by the sponsors and the Show Building.
- 6. Security:** The sponsors will rely on the Show Building for security service during the course of the show. The responsibility will be to protect the general exhibit against fire or other catastrophes. Neither the sponsors, nor the owners or lessors of the exhibit premises, will assume any responsibility for the exhibitor’s personal property or injury. It is required that the exhibitor insure its exhibit for the duration of occupancy in the exhibit facility.
- 7. Insurance:** Insurance for fire, property damage, public liability and theft must be taken out by each exhibiting company at its own expense. The insurance is to cover the full period of occupancy in the premises by the exhibitor, its agent, employees, guest and or invitees. Exhibitor agrees to maintain general liability insurance in an amount not less than one million dollars (\$1,000,000) to cover its potential liabilities under this agreement and shall name as additional insureds under exhibitor’s liability policy for the peri- od of the exhibit including move-in and move-out periods: sponsors, Venue and the General Contractor/Decorator and any of its officers, agents, employees or other representatives.

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8. Exhibitor Representatives' Responsibility: Each exhibitor must name at least one person to be its representative connection with 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 responsible. Sponsors reserve the right to have the exhibit installed at the expense of the exhibitor, if work has not commenced on installation by the deadline specified by the sponsors in the official Exhibit and Display Regulations. No display dismantling will be permitted until the show has officially ended. Representatives may be required to wear a mask as part of COVID protocol if required by any local, state, or federal requirements.
9. Labor: Show labor will be made available by the show or Conference Center service contractors. Exhibitors requiring extraordinary trade labor/trade other than setup and electricians, must notify sponsors at least one month prior to the show.
10. Attendance: The sponsors shall have sole control over attendance policies at all times. The sponsors also reserve the right to enter any portion of the premises and to eject any objectionable person or persons from said premises, and upon the exercise of this authority the exhibitor hereby waives any right and all claims for damages against the sponsors. The sponsors will not be responsible for personal or property damage, injury or loss caused by, arising from or due to any action by attendees.
11. Use of Exhibit Space: Exhibitors agree not to assign or sublet any space allotted to them without written consent of exhibit management or to display or advertise goods other than those manufactured or carried by them in the regular course of business. No person, firm or organization not having contracted with exhibit management for occupancy of space in the exhibit will be permitted to display or demonstrate its products, processes or services, distribute advertising materials in the halls or corridors, or in any other way occupy or use the facilities for a purpose inconsistent with these regulations. The operation of the public address system is prohibited. Any announcements pertaining to raffle winners at individual booths will be made in the confines of the Trade Show Hall, and not during any of the MFAA general functions.
12. Show Hours and Dates: Hours and dates for installing, showing and dismantling exhibits shall be those specified by the sponsors. All exhibits must be open for business during exhibit hours, and no dismantling or packing may be started before the official close of the show.
13. Restrictions: Exhibit management reserves the right to restrict exhibits which are objectionable because of noise, glaring or flashing lights, method of operations, or any other reason, and also to prohibit or evict any exhibit which, in the opinion of the exhibit management, may detract from the general character of the exhibit. Exhibit management reserves the right in its sole discretion to cancel this contract at any time and to return exhibitor's payment with respect to any exhibit or exhibitor that exhibit management deems inappropriate for exhibition at the exhibit. This reservation includes persons, things, conduct, printed matter or anything exhibit management judges to be objectionable. In the event of such restriction or eviction, exhibit management is not liable for any refund of any amount paid hereunder. No display material exposing an unfinished surface to neighboring booths will be permitted. Demonstrations must be located so that crowds collected will be within the exhibitor's space and not blocking aisles or neighboring exhibits. Serving or the running of contests of any kind must first be approved in writing by exhibit management.
14. Food and Beverage Samples: Any items of food or drink which are given away as samples must be procured through the official Show Building caterer. This rule will be waived only if the exhibitor receives, and can produce at show, advance written permission from the official caterer. Any food preparation or cooking equipment that will

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be performed or used in the booth must meet fire marshal standards and be approved by the sponsors and the Show Building.

15. Character of Displays: Samples, souvenirs and advertising material may be distributed by the exhibitor only from within its booth. Equipment must be arranged so that show visitors do not stand in aisles while examining equipment or watching demonstrations. Helium use is not allowed in the exhibit hall.

16. Booth Construction and Arrangement: Exhibits shall be arranged so as not to obstruct the general view or obstruct the exhibits of others. Plans for specially built displays not in accordance with regulations are to be submitted to exhibit management before construction is ordered. Regular and specially built back walls, including signs, may not exceed an overall height of 8 feet. The maximum booth height of 8 feet may extend 1/2 depth of the booth from the back wall. Height limitations of the display in the balance of the area is 42 inches, except for products and equipment on display which in themselves exceed this height. Where island space is available, these specs may be exceeded, but only with the written consent of exhibit management.

17. Closing of Exhibit: Exhibitor agrees that the exhibits shall be admired and shall remain from day to day solely on strict compliance with all official rules and regulations as herein laid down and as appear in the Exhibit and Display Regulations. Sponsors shall be entitled to close an exhibit at any time for failure by the exhibitor to perform, meet or observe any of the official rules and regulations, and such exhibitor shall not be entitled to a refund of any payment. Sponsors shall be entitled to reject an exhibit at any time, in whole or in part, or any exhibitor or its representative without giving cause. In such case, liability shall not exceed the return to the exhibitor of the amount of rental unearned at the time of ejection.

18. Change of Floor Plan or Space Assignment: The sponsors reserve the right to change the floor plan design without notice or to move an exhibitor to another booth location prior to or during the show if in the overall best interest of the show.

19. Unoccupied Exhibit Space: The sponsors reserve the right to utilize any unoccupied space after the show has officially opened.

20. Agreement to Terms, Conditions and Rules: Exhibitor agrees to observe and abide by the terms, conditions and rules set forth herewith and by such additional terms, conditions and rules made by the sponsors for the efficient or safe operation of the show including, but not limited to, those contained in this contract and in the official Exhibit and Display regulations contained in the Exhibitor's Information Kit. The kit, which will be emailed to the exhibitor in ample time for advance planning, contains detailed information pertaining to display dimensions, shipment, labor, electrical services, rental items, exhibit hours, etc. It is the exhibitor's responsibility to familiarize themselves with the show rules, terms and conditions and observe all the deadlines stated in the kit. In addition to the sponsors' right to close an exhibit and withdraw its acceptance of this contract as provided for in Paragraph 17, the sponsors, in its sole judgment, may refuse to consider for participation in future shows an exhibitor who violates or fails to abide by all such terms, conditions and rules.

21. Payment and Cancellation Policy: Full payment is due upon the date of the event. If the exhibitor needs to cancel their registration, they have to notify the sponsors no later than 30 days prior to the event. No shows for previously registered booths by an exhibitor will be charged for the entire cost of their registered value. If the exhibitor cancels its participation in the show, such cancellation shall be considered a default on its part, and any monies paid hereunder shall be retained by the sponsors as liquidated damages. If the exhibitor cancels its

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participation in the show thirty or fewer days prior to the show or fails to utilize the exhibit space, the exhibitor shall remain liable for the full amount of its exhibit space fee.

22. Outstanding Balances: Any outstanding balances due the sponsors must be current no later than the start of the trade show.

23. Cancellation or Termination of Exposition: In the event that the premises where the exposition is to be held shall in the sole determination of exhibit management, become unfit or unavailable for occupancy, or shall be substantially interfered with, by reason of picketing, strike, embargo, injunction, pandemic, act of war, act of God, fire or state of emergency declared by any government agency or by reason of any municipal, state or federal law or regulation or by reason of any other occurrence beyond the control of exhibit management agreement, exhibit management may cancel or terminate the exposition. In the event of such cancellation or termination, the exhibitor waives any and all claims the exhibitor might have against exhibit management, or damage and agrees to accept in complete settlement and discharge of all claims against exhibit management the exhibitor's pro-rata share of the total amount paid by all exhibitors less all costs and expenses incurred by exhibit management in connection therewith. In case exhibit management shall for any reason determine to cancel or terminate the exposition the exhibitor waives all claims the exhibitor might have against exhibit management for damages or expenses and agrees to accept in complete satisfaction and discharge of all claims against exhibit management in accordance with this agreement.

24. Amendment to Rules: Any and all matters or questions not specifically covered by the official rules and regulations shall be subject solely to the decision of the sponsors. These rules and regulations may be amended at any time by the sponsors and all amendments so made shall be binding on exhibitors equally with the foregoing rules and regulations.

25. Exhibitor Activities: Exhibitor agrees not to schedule or conduct any outside activities including, but not limited to, receptions, seminars, symposia, and hospitality suites that are in conflict with the official program of the 2024 MFAA Fall Conference/EXPO. Whether such activities are held at or away from the event hotel or the show building, except with written approval by the sponsors. Exhibitors will submit to sponsors management thirty days prior to the exposition date any program exhibitor intends to hold at, or in conjunction with, its exhibit for written approval as to time and place.