

Exhibitor Terms and Conditions

We hereby apply for exhibit space for our use at the 2016 Pennsylvania Governor's Occupational Safety and Health (GOSH) Conference. The fee indicated on the registration form is required now to hold the space. GOSH will assign exhibit space in order of priority established by date of payment received. If our choices of exhibit space have already been assigned, GOSH will assign us the best available exhibit space. We understand that this contract, when signed by us and accepted by GOSH, is binding and requires that payment be made in full. We agree to comply with the exhibit regulations, instructions and conditions of the contract published below and with all conditions under which facilities at the Hotel are provided to GOSH.

1. **CONTRACT FOR SPACE:** By submitting a contract for exhibit space, the applicant releases GOSH from any and all liabilities to applicant, its agents, licensees, or employees that may arise or be asserted as a result of submission of a contract or of participation in this exhibit. GOSH determines the eligibility of any company or product for exhibit. Acceptance of a contract does not imply endorsement by GOSH of the applicant's products or services, nor does rejection imply lack of merit for same. This contract for space (when endorsed by GOSH with notice of space assignment) constitutes a contract for the right to use the space. Rental for space is payable with this contract. No refund may be made for space that is not used or for space that is unused during part of the exhibit. Should space remain unoccupied at the opening of the exhibit, GOSH may rent or use it without obligation or refund.

2. **ARRANGEMENTS OF EXHIBITS:** The space provided will be shown on the floor plan insofar as possible, but GOSH reserves the right to make changes at any time in the location, size and display limits of any booth if this is in the best overall interest of the show. If preferred locations are taken, GOSH will help the Exhibitor pick one of the remaining spaces. Exhibits may not project beyond the space allotted in any dimension (width, depth, height) or interfere with traffic to exhibits of others. Safety laws require that exhibits be kept out of or from extending into aisles.

3. **USE OF EXHIBIT SPACE:** No Exhibitor may sublet, assign or apportion any part of the space allotted, or represent, advertise or distribute literature for the products or services of any other firm or individual except as approved in writing by GOSH. The purposes of the exhibit are to inform and educate business people regarding services and products of the Exhibitors.

4. **RESTRICTIONS:** GOSH reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the Conference as a whole. It may forbid installation or request removal or discontinuance of any exhibit or promotion which, if continued, departs substantially from the design and description given advance approval. In the event of such restrictions or evictions, GOSH is not liable for any refund of rental or other expenses. Advertising, displays, demonstrations and conferences in the interest of business are not permitted except by firms that have rented space to exhibit and have cleared plans in advance.

5. **CONDUCT:** Exhibitors operating sound motion picture equipment, record players, loudspeakers or any other noise-creating devices shall do so only at a level which will not interfere with other exhibitors, or GOSH may require discontinuance of their use. All demonstrations, interviews and other exhibit activities must be conducted so as not to infringe on the rights of other exhibitors or offend visitors to the exhibit. If the exhibit includes any variation of music it is the responsibility of the exhibiting company to ensure compliance with ASCAP/BMI laws. The exhibitor agrees not to sponsor group functions, such as tours, film showings, speeches or other activities in conflict with any other officially programmed conference event except as approved in writing by GOSH.

6. **SOUVENIRS AND SAMPLES:** Distribution of souvenirs and samples is permitted provided there is no interference with other exhibits. GOSH may withhold or withdraw permission to distribute souvenirs, advertising or any other material it considers objectionable.

7. **FIRE REGULATIONS:** Booth decorations and construction must conform to local fire regulations. Combustible or explosive materials and substances may not be used. Cloth and other flammable materials must be flame-proofed. Packing containers, excelsior, wrappings and similar materials must be removed from the exhibit area and not stored under tables or behind displays.

8. **CARE OF PREMISES:** No part of an exhibit sign or other material may be pasted, nailed or otherwise affixed to walls, doors, or other surfaces in a way that might mark or deface the premises or booth equipment and furnishings. Damage from failure to observe this notice is payable by Exhibitor.

9. **EXHIBITOR RESPONSIBILITY AND INSURANCE:** All property of the Exhibitor is understood to remain under its custody and control while in transit to or from, and while within, the Conference Hall, subject to the rules and regulations

of the Conference. The Exhibitor is encouraged, but not required, to carry first-party insurance covering loss or damage to its property while being transported to or from, or while in use at, the Conference. However, the Exhibitor is required to maintain liability insurance during the period of the Conference against injury to any person or the property of others in an amount of at least \$500,000 per occurrence, which insurance shall name as insureds the Exhibitor, GOSH and the Hotel.

10. **MANAGEMENT LIABILITY:** Neither GOSH, nor its agents or employees, shall be liable for any damage to the property of or loss of business to Exhibitor or any person using its allocated space, or for any loss by theft or other means, or allocated space, or his or its employees, agents, servants, customers or guests, arising from any cause or matter whatsoever. The Exhibitor, on behalf of itself, its employees, agents, servants, or guests, releases and discharges GOSH, its officers, employees, agents and servants, from any liability whatsoever on account of any matter arising out of, incident to, or connected with the Exhibit, the participation of Exhibitor or the use or occupation of space therein by Exhibitor, its employees, agents, servants, customers or guests, or cancellation, postponement or transfer of the Exhibit to a different location. The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of Exhibitor's activities on the Hotel premises and will indemnify, defend and hold harmless the Hotel, its owner and its management company, as well as their respective agents, servants and employees from any and all such losses, damages and claims.

11. **INDEMNIFICATION:** Exhibitor, on behalf of itself, its employees, agents, servants, customers and guests will protect, indemnify and save harmless GOSH against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, occasioned, caused or contributed to by any willful or negligent act of Exhibitor, its employees, agents or servants. Exhibitor, on behalf of itself, its employees, agents, servants, customers and guests, will at all times protect, indemnify and save harmless GOSH against and from any and all loss, cost, claim, liability, damage, expense, court costs and attorney fees arising out of or from any accident or other occurrence in connection with the use or occupation by Exhibitor of said space, causing injury to any person or property whomsoever, occasioned, caused or contributed to by any willful or negligent act of Exhibitor, its employees, agents or servants.

12. **UNION LABOR:** Exhibitors are required to observe all union contracts which may be in effect between GOSH, the official contractors, the Hotel and various labor organizations.

13. **STORAGE OF PACKING CRATES AND BOXES:** Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period. They can be stored only if properly marked and returned to the booth by service contractors. Crates not properly marked or identified may be destroyed. Because of the lack of storage facilities, it may be necessary to store crates outside the building. Every effort will be made to protect the crates from the elements but neither the management nor the contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged for at prevailing rates.

14. **CANCELLATIONS:** Cancellation prior to 7/27/2016 = 100% refund of monies paid to GOSH to date. Cancellation prior to 9/26/2016 = 50% refund of monies paid to GOSH to date. GOSH may use cancelled space as it sees fit without further obligation to the cancelling party.

15. **DEFAULTS:** If Exhibitor defaults in any of its obligations under this agreement, or violates any of the requirements or covenants of this agreement, GOSH may without notice terminate this agreement, and retain all monies received on account of rental as liquidated damages. GOSH may thereupon, with or without process of law, remove the said Exhibitor, its employees, agents or servants, and all of its articles of merchandise and other personal property from the space contracted for and from the Exhibit Hall.

16. **INABILITY TO PERFORM:** If GOSH should be prevented from conducting the Conference by any cause beyond its control, or if it cannot permit the Exhibitor to occupy this space due to circumstances beyond its control, GOSH will refund to the Exhibitor the amount of the rental fee paid, less a proportionate share of the Conference expenses, and GOSH shall have no further obligation or liability to the Exhibitor.

17. **INTERPRETATION AND ENFORCEMENT:** These regulations become a part of the contract between the Exhibitor and GOSH. GOSH has full power of interpretation and enforcement of these rules and may amend them at any time. All matters in question not covered by these regulations are subject to the decision of GOSH and all decisions so made shall be binding on all parties affected by them as by the original regulations. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of GOSH, conduct themselves unethically, may be dismissed from the Conference without refund or other appeal.