

Bituminous Conference Exhibitor Rules & Regulations

Payment, Allotment, Cancellation, Indemnification

Full payment per sponsorship or per exhibitor must accompany the application. Space will be assigned on a first-come, first-served basis. No agreement shall be in force until accepted by the organizers of the conference. It is agreed by the exhibitor that in the event he or she fails to install product in the assigned space within the time limit set for opening exhibits, fails to pay the space rental at the time specified, or fails to comply with any other provisions concerning the use of space, the organizers shall have the right to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event that it is found impossible to lease said space, the organizers reserve the right to utilize said space in any manner deemed expedient.

In case the exhibit is not held, for any reason whatsoever, then and there upon the rental and lease of space to the exhibitor shall be terminated. In such case the limit or claim for damage and/or compensation by the exhibitor shall be the return of the pro rata amount already paid for space in the hall for this specific event.

If the exhibit notifies the organizers that he or she wishes to cancel reserved exhibit space 15 days or more prior to the conference, the paid amount will be returned. If space is cancelled less than 15 days before the conference begins, the exhibitor will be liable for the entire space fee. All cancellations must be in writing.

Liability and Security

All property of the exhibitor is understood to remain under the exhibitor's custody and control in transit to and from and within the confines of the exhibit facility. Exhibitors are advised to carry floater insurance to cover exhibit material against injury to the person and property of others. Every reasonable precaution will be taken to protect property during set-up, show period, and removal. However, neither the organizers of the conference, the conference facility, nor any other conference staff persons are responsible for the safety of the property of exhibitors from theft or damage by fire, accident, vandalism, or other causes.

The exhibitor shall be responsible for any loss, damage, or injury that may occur to the exhibitor or the exhibitor's employees or property from any cause whatsoever prior to, during, or subsequent to the period covered by the exhibit agreement; the exhibitor upon signing the agreement expressly releases the organizers from and agrees to indemnify against any and all claims for such loss, damage, or injury.

Use of Space

All demonstrations or other sales activities must be confined to the space assigned to the exhibitor. No exhibitor shall assign, sublet, or share the space allotted without the knowledge and consent of the organizers. Exhibitors must show goods manufactured or dealt in by them in the regular course of business. Direct sale of goods and services in the exhibit hall is not permitted.

Distribution of circulars or promotion material may be done only from the space assigned to the exhibitor presenting such materials. Firms or organizations not assigned space in the exhibit hall will not be permitted to solicit business within the exhibit hall. No advertising circulars, catalogs, folders or devices shall be distributed in the aisles, meeting rooms, or registration area.

Exhibits which include the operation of musical instruments, radios, any talking motion picture equipment, public address systems, or any noise-making machines must be operated or arranged so that noise resulting from the demonstrations will not

annoy or disturb adjacent exhibitors or their patrons. Operators of noise-making exhibits must secure approval of operating methods before the exhibit opens.

Each exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material. No exhibitor will be permitted to play, broadcast, or have performed any music or use any other copyrighted material, such as photographs or other artistic works, without first presenting proof satisfactory that he or she has, or does not need, a license to use such music or copyrighted material. The organizers reserve the right to remove from the exhibit area all or any part of any display which incorporates music, photographs or other copyrighted material and for which the exhibitor fails to produce proof that the exhibitor holds all required licenses. The exhibitor shall remain liable for and shall indemnify and hold the organizers, their agents, employees, and members, harmless from all loss, cost, claims, causes of action, suits, damages, liability, expenses and costs, including reasonable attorney's fees arising from or out of any violation or infringement (or claimed violation or infringement) by exhibitor, exhibitor's agents, or employees of any patent, copyright, or trade secret rights or privileges.

Restrictions in Construction and Operation of Exhibits

The use of walls for the display of materials will not be permitted. Exhibitors may display brochures, small pieces of equipment, posters and display panels that do not exceed the space available on the table and in the booth.

Exhibitors are required to observe published exhibit hours, including set up and dismantle. As a courtesy to all exhibitors, exhibits are to be staffed during published exhibit hours. Early dismantle is prohibited. Penalties, including but not limited to fines, will be exacted for failure to comply with published exhibit hours. Exceptions may be made if arranged with the Bituminous Conference Director at least 15 days in advance of the conference, or for qualified emergency situations.

No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper, may be used at any time. All packing containers, excelsior, or wrapping paper must be flameproof, removed from the floor or stored under the tables so as not to be visible to the public. All flammable materials and fluids are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc., are not permitted without the permission of the organizers and the conference venue.

Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors or other parts of the building or furniture. Anything in connection therewith necessary or proper for the protection of the building, equipment, or furniture will be at the expense of the exhibitor.

The organizers of the Bituminous Conference & Exhibit reserve the right to restrict displays which, because of noise, method of operation, materials, or any other reason, become objectionable and also to prohibit or to evict any exhibit which may detract from the character of the exhibition as a whole. This reservation includes persons, things, conduct, printed matter, or anything else of a character which management determines is objectionable to the conference or the exhibition.