



TERMS AND CONDITIONS FOR EXHIBITORS

1. Definitions. “Application” means the application for Exhibit Space at the Trade Show that has been signed by both Exhibitor and USGIF; “Exhibitor” means the organization listed on the Application; “Exhibit Space” means the floor space at the Trade Show assigned to Exhibitor by USGIF as listed in the Application under the heading “FOR USGIF USE ONLY”; “Event” means the Trade Show and Symposium and other events scheduled, such as receptions, networking opportunities, and outings, to be held on the dates listed on the top of the Application; “Trade Show” means the exhibit hall trade show to be held during the Event; “Symposium” means the speeches, panel discussions, and breakout sessions held outside of the exhibit hall during the Event; and “Location” means the hotel, resort or conference center listed on the top of the Application where the Trade Show will be held.

2. Contract for Exhibit Space. Exhibitor will pay USGIF for the Exhibit Space and USGIF will provide the Exhibit Space. The contract between Exhibitor and USGIF consists of the Application, these Terms and Conditions for Exhibitors and the Exhibitor Service Manual, which will be provided to Exhibitor approximately ninety days prior to the Event (this “Contract”). Exhibitor and USGIF agree to adhere to and be bound by this Contract.

3. Exhibit Space. USGIF will provide exhibit booth backgrounds as specified in the Exhibitor Service Manual at no additional charge. Exhibitor’s display materials within the area five feet forward from the rear of the Exhibit Space cannot exceed eight feet in height. Exhibitor’s display materials within the area five feet from the front of the Exhibit Space cannot exceed four feet in height. Exhibitor is responsible for carpeting the Exhibit Space. The Location or Trade Show management will carpet the aisles and public spaces within the exhibit hall. Exhibitor acknowledges that Exhibitor may be required to use the Location’s contractors for services and materials, and agrees to do so. Exhibitor must set-up and dismantle the exhibit booth not later than and not sooner than the times and dates specified by USGIF. All other furnishings, equipment, facilities, etc., must be provided by Exhibitor at its own expense and responsibility. Exhibitor must not apply paint, lacquer, adhesive, or other coating to any building columns or floors, or to exhibit booth equipment provided by USGIF.

4. Use of Exhibit Space. Exhibitor must use the Exhibit Space to inform and educate the intelligence community regarding the characteristics and uses of Exhibitor’s products or services. Exhibitor cannot sublet, assign, or apportion any part of the Exhibit Space. Exhibitor cannot represent, advertise, or distribute literature for the products or services of any other organization or individual without the prior express written approval of USGIF. All of Exhibitor’s exhibit activities must be confined to the Exhibit Space. Exhibitor acknowledges and agrees that its exhibit and representatives wearing an “EXHIBITOR” badge are admitted to, and will remain at, the Trade Show solely in strict compliance with this Contract.

5. Floor Load. Under no circumstances shall the weight of any equipment or exhibit material exceed the exhibit hall’s floor load specifications set forth in the Exhibitor Service Manual or as otherwise specified by USGIF or the Location.

6. Lotteries; Contests. Exhibitor may operate games of chance or lottery devices only upon the prior express written approval of USGIF and must operate them in accordance with applicable law.

7. USGIF’s Right of Control. USGIF, in its sole discretion and at any time, has the right to, at Exhibitor’s sole cost and expense and without any obligation for USGIF to compensate or reimburse Exhibitor, (a) move any Exhibitor’s location in the exhibit hall for any reason, (b) prohibit or remove any exhibit that in USGIF’s opinion is objectionable in design, operation, or otherwise, (c) request changes to materials or remove any exhibit that in USGIF’s opinion is contrary to the best interests of the Event or out of keeping with the character of the Event, (d) upon any breach of this Contract, immediately remove any materials, exhibit, or Exhibitor (or its representative) from the Trade Show, (e) prohibit or remove any exhibit that differs substantially from the information provided by Exhibitor in the Application, (f) shut-down, halt, or remove any demonstration of services or equipment, audio or visual activities, interviews, or other exhibit activities that in USGIF’s opinion inconveniences or interferes with other exhibitors’ or attendees’ enjoyment of the Event, (g) control Trade Show admission prices and policies, and (h) limit the number of “EXHIBITOR” badges issued to Exhibitor. In the event of the removal of any exhibit, in whole or part, or the removal of Exhibitor or any of its representatives from the Trade Show in accordance with (b) or (c) above, USGIF’s sole liability for the removal will be to refund the Exhibit Space fee paid by Exhibitor on a pro-rata basis for the period of the Trade Show remaining at the time of removal; in all other cases, Exhibitor will not be entitled to any refund of fees paid.

8. Dismantling. Exhibit booths must be dismantled and the Exhibit Space left broom clean by Exhibitor. Exhibitor must reimburse USGIF for any expenses, including without limitation cleaning, repair, storage, disposal, or handling charges, incurred with respect to the Exhibit Space or Exhibitor’s materials after the conclusion of the dismantling period.

9. Booth Representatives. Exhibitor’s booth representatives must be employees of Exhibitor. At all times during Trade Show hours, Exhibitor’s booth representatives must (A) wear the “EXHIBITOR” badge identification furnished by USGIF, (B) actually work in the exhibit booth, and (C) have an manner, appearance, and dress that is appropriate, conservative, and professional.

10. Copyrighted Materials. If Exhibitor intends to use any music or other copyrighted materials or third-party trademarks in the exhibit booth, Exhibitor have permission to use the same and must provide USGIF with a copy of Exhibitor’s license or other agreement prior to the opening of the Trade Show.

11. Americans with Disabilities Act. Exhibitor acknowledges its responsibilities under the Americans with Disabilities Act to make its exhibit booth accessible to handicapped persons.

12. Fire and Safety Regulations. Exhibitor must fully comply with all federal, state, and local laws and regulations pertaining to fire, safety, and the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment. Potentially combustible or explosive materials and substances must be flameproof. Packing containers, excelsior, wrappings, and similar materials must be removed from the Exhibit Space and must not be stored under tables, behind displays or in the aisles. Alcoholic beverages are prohibited in the Trade Show except with the prior express written permission from USGIF. Hazardous or dangerous materials or equipment are prohibited from the Event.

13. Obstruction of Aisles or Booths. Exhibitor's booth, materials, representatives, or exhibit demonstrations or activities must not obstruct any aisles or prevent easy access to other exhibitors' booths.

14. Security. The provision of any security service during the Event must not be construed as USGIF's assumption of an obligation or duty to Exhibitor with respect to Exhibitor's property or representatives.

15. Meetings and Social Activities. In the interest of the success of the Event as a whole, Exhibitor agrees not to extend invitations, hold meetings, or otherwise encourage the absence of Symposium attendees or other exhibitors from all or part of the Symposium or Trade Show. This Contract is for Exhibit Space and does not include sponsorships, advertisements, displays, demonstrations, conferences, entertainment, symposium registration, or hospitality rooms, which may be permitted only with the express advance written consent of USGIF and the payment of additional fees.

16. Exhibitor's Admittance During Non-Trade Show Hours. Exhibitor's booth representatives will be permitted to enter the Trade Show one half (1/2) hour before the scheduled opening of the exhibit hall (except for purposes of set-up or dismantling, which time is specified in the Exhibitor Service Manual), unless otherwise agreed by USGIF prior to the start of the Trade Show. Temporary badges will be required for Exhibitor's representatives during set-up and dismantling.

17. Failure to Hold Trade Show. If the Trade Show is cancelled for any reason, this Contract will automatically terminate, and Exhibitor waives any claim for damages or compensation. Upon such termination, USGIF will refund to Exhibitor the Exhibit Space fees paid by Exhibitor, less a pro rata share of USGIF's actual expenses incurred in connection with the Trade Show, which shall be calculated based on the amount of floor space (in square feet) assigned to Exhibitor as compared to the total amount of floor space (in square feet) assigned to all exhibitors at the cancelled Trade Show. Except as provided in the previous sentence, upon such termination, neither party will have any further obligation to the other.

18. No Warranty. USGIF provides the Exhibit Space and the items specified in the Exhibitor Service Manual "AS IS WHERE IS," WITHOUT WARRANTIES OF ANY KIND AND SPECIFICALLY WITHOUT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

19. Release and Limitation of Liability. Exhibitor releases USGIF, the Location and all Event contractors and their respective agents, parents, affiliates, employees, directors, officers, sponsors, members, mortgagors, and contractors (collectively, the "Indemnitees") from any and all liabilities that may arise or be asserted as a result of this Contract or of Exhibitor's participation in the Event. IN NO EVENT WILL USGIF BE LIABLE TO EXHIBITOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR INDIRECT LOSSES OR DAMAGES, WHETHER SUCH LOSSES, DAMAGES, OR CLAIMS ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOST PROFITS. USGIF'S TOTAL LIABILITY TO EXHIBITOR HEREUNDER FOR ALL CLAIMS IS STRICTLY LIMITED TO THE TOTAL AMOUNT PAID BY EXHIBITOR TO USGIF FOR THE EXHIBIT SPACE.

20. Indemnification. Exhibitor shall indemnify, hold harmless and defend the Indemnitees against any and all actions, claims, demands, liability, damages, settlements, fines, penalties or costs (including, but not limited to, reasonable attorney's fees) arising or resulting from Exhibitor's, or its agents', contractors', licensees', invitees', or employees' activities or presence at the Event (including, without limitation, those resulting from any labor dispute, alleged or actual infringement or misappropriation, breach of this Contract, failure to comply with any law or USGIF's instructions, fraud, theft, or intentional misconduct, or any loss, damage, theft, or destruction of Exhibitor's property or that of any other exhibitor), and including, without limitation, the injury or death of any person (including, without limitation, Exhibitor's employees), damage to personal or real property, and damages (except as expressly provided otherwise in this Contract) to Exhibitor's business, whether or not resulting in whole or in part by the negligence of any person (except when solely caused by the gross negligence of USGIF).

21. Insurance and Liability. Exhibitor must obtain and maintain in full force and effect throughout the performance of this Contract, at its sole cost and expense, general liability and fire insurance coverage with a limit of at least \$1,000,000 (combined single limit). Prior to the start of the Trade Show, Exhibitor will furnish to USGIF a certificate of insurance evidencing that the above insurance is in effect and naming the Indemnitees as additional insureds.

22. Interpretation and Enforcement. This Contract is governed by Virginia law excluding any choice-of-law provision or rule (whether of Virginia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Exhibitor consents to the exclusive jurisdiction of any state or federal court empowered to enforce this Contract located in the County of Fairfax or City of Alexandria in Virginia and waives any objection thereto.

23. Union Restrictions. Exhibitor must observe the provisions of all union contracts in effect, as communicated to Exhibitor. USGIF will not be responsible for any interferences with the Trade Show caused by disputes involving union personnel and Exhibitor.

24. Use of the USGIF Logo. Exhibitor acknowledges and agrees that the "United States Geospatial Intelligence Foundation (USGIF)" name, logos, and trademarks are the exclusive property of USGIF and cannot be used by Exhibitor unless, and to the extent, expressly provided in a separate written agreement with USGIF. Nothing contained in this Contract grants Exhibitor any right to use USGIF's name, logos or trademarks including, but not limited to, in connection with Exhibitor's participation in the Event. USGIF reserves all rights not expressly granted herein.



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