Terms and Conditions of the Exhibitor’s Agreement

American Industrial Hygiene Conference & Expo 2017
3141 Fairview Park Drive, Suite 777, Falls Church, Va 22042; +1 (703) 849-8888; fax +1 (703) 207-3561

1. Applications and Eligibility — Application for booth space must be made through the official online space application – or on the printed form provided by the American Industrial Hygiene Association (AIHA), contain the information requested, and be executed by an individual who has authority to act for the applicant (exhibitor). Any such exhibitor/producer or organizing company and other products or services whose proposed exhibit will enhance the purposes of the association, and facilitate those purposes, may apply for booth space. The association reserves the absolute right to reject any and all applications. By providing your phone, fax, e-mail, you consent to receive information from AIHA via any of these methods of communication.

2. Agreement Required — An exhibitor’s acceptance of the application/contract constitutes an agreement of the parties to abide by the terms and conditions contained herein.

3. Assignment of Space — Space assignment is determined by the applicant’s expost attendance seniority, application date of receipt, identified competitor location, and best space available, in that order. Seniority level increases by 1 point per square foot for each exhibitor who annually an exhibitor/ the display at the expo (on a 5-year cumulative basis), one point for Level 2 organizational member status, and points for sponsorships purchased. *Organizational membership is different from individual membership. Please check with AIHA at (703) 849-8888 to determine your membership status.

4. Payment — For exhibit spaces reserved prior to June 17, 2016: a $500 deposit per exhibit space that is due no later than June 17, 2016. 50% of the total booth fee due AIHA must be paid by December 2, 2016; and the balance must be paid by February 2, 2017. For spaces reserved on or after June 18, 2016, a nonrefundable deposit of $500 per 10’ x 10’ space must accompany each application. The balance of the first 50% must be paid by December 2, 2016, and full balance of the booth fee is due no later than February 2, 2017. All applications submitted after February 2, 2017 must be accompanied by full payment.

5. Insurance — In all cases, exhibitors wishing to insure their goods must do so at their own expense. All exhibitors in the Expo are required to obtain Commercial General Liability (Public) insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate.

6. Booths — The American Industrial Hygiene Association shall be named as an additional insured on the exhibitor’s Commercial General Liability Insurance policy. Such insurance maintained by the exhibitor must be issued by an insurance company with an A.M. Best rating of A - X or higher and shall include coverage of the indemnification obligations of the exhibitor under these rules and regulations. Each exhibitor is required to carry and must provide evidence of workers’ compensation insurance protecting employees in accordance with the laws of the state of Washington. Nothing in this paragraph shall limit the amount of liability an exhibitor may be responsible for. Proof of insurance is required 30 days prior to the opening of the show.

7. Booths — Standard booth equipment (back and side wall draping and identification sign) will be provided. If an exhibitor plans to install a complete trade show booth with exhibit area, the exhibitor shall obtain prior permission from the association and the proper building authority. Packing, unpacking, and assembling of exhibits shall be done in designated areas and in conformity with directions of the exhibit manager, the convention hall manager, or their assistants.

8. Care of Exhibit Space — Exhibitor must, at his or her expense, maintain and keep in good order the exhibit and the space for which he or she has contracted.

9. Protection of the Exhibit Facility — Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the exhibit area without permission of the association and the proper building authority. Packing, unpacking, and assembling of exhibits shall be done in designated areas and in conformity with directions of the exhibit manager, the convention hall manager, or their assistants.

10. Badges, Security and Staffing of Booth — Failure to abide by the association’s badges must be accompanied by a $500 fine plus all costs incurred by the association.

11. Installation and Dismantling — The specific requirements regarding the time for installation and dismantling of exhibits shall be supplied to each exhibitor by show management. Such requirements shall be binding upon the exhibitor. Space not occupied or set up by the final install time, designated by show management, may be reassigned for other purposes by the association.

12. Default Occupancy — Any exhibitor failing to occupy space contracted for is not relieved of the obligation to pay for such space at the full rental price, and the association shall have the right to use such space without notice or obligation, or to permit other exhibits and display credit of (a) a portion of the space as it sees fit to eliminate blank space in the exhibit hall, provided such booth space is not occupied by the official instmalt time.

13. Access to Displays — The association may from time to time promulgate such regulations governing hours of access to displays and eligible displays for admission thereto as may be found in its judgment to be most practicable.

14. Personnel — Booth personnel, including demonstrators, receptionists, and models, are required to confine their activities within the exhibitor’s booth space. All exhibitors participating in AIHA are expected to use special care whenever they deem it necessary to hire temporary help to assist in their exhibit or hospitality activities, so that personnel so selected by them shall be of a caliber in keeping with the high standards of the expo. All exhibitors must comply with all applicable federal, state, and local employment and tax laws.

15. Use of Space — Exhibits shall be shown in the official exhibit area as established by AIHA. Neither the exhibitors nor non-exhibitors shall be permitted to display articles, equipment, or information concerning services, or movies of such articles, equipment, or services, in private suites made during AIHA in accordance with prior agreements between the association and officials of hotels and the convention bureau. No exhibitor shall permit any other organization or its representatives to use the space allotted to him, nor shall be permitted to display articles or equipment manufactured or normally sold by him. If an article of a non-exhibiting firm or business is required for the operation or display of an exhibitor’s wares, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article is sold in the regular course of business.

16. Subletting — Exhibitor agrees not to assign, sublet, or sublicense any part of the exhibit space. Only the name of the exhibitor which appears on the application for space/contract may be used to identify the leased booth space in the printed list of exhibitors at the expo.

17. Distribution and Promoting Practices are not permitted: a. Distribution of promotional material, samples, catalogs, pamphlets, or publicity except in the exhibitor’s space; b. Use of disruptive audio equipment; c. Use of golf carts or other vehicles to transport conferees from booths to seminar rooms; d. Use of noisy electrical or mechanical equipment; e. Wearing of unofficial badges, company name plates, etc., except in additional official badge; f. Entry into another exhibitor’s booth without permission of that exhibitor; g. Photographing or examining another exhibitor’s booth without permission of that exhibitor; h. Use of ballons; i. Demonstrations which create an interference with neighboring exhibits or with the normal traffic flow in the aisles; j. Demonstrations or activities which create a fire, safety, or health hazard; k. Any action, practice, or activity which violates the security provided by the association.

18. Policy on Selling — Special rules and regulations in the exhibitor service kit.

19. Conflicting Meeting and Social Events — In the interest of the success of the entire AIHA, the exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of members or exhibitors from the Annual Conference and Housing. The exhibitor also agrees to abide by all rules of show management related to hosting ancillary events, activities, receptions, and dinners, including submitting an approval form for each planned activity.

20. Cancellation or Relocation of Conference — In the event of cancellation or relocation of the AIHA due to circumstances within the association’s direct control, the liability of the association shall be limited to a refund of deposit fees paid to the association by the exhibitor. In the event the association has no control over the cancellation or relocation of AIHA, the association shall have no liability of any kind but may in its discretion refund any deposit fees paid by the exhibitor.

21. Cancellation/Reduction-In-Size Request — Cancellation/reduction-in-size requests must be made in writing to the association. For cancellations/reductions received before December 2, 2016, the Association will retain 25% of the total purchase price of the booth space; all other refundable fees will be returned. For cancellations/reductions received on or after December 2, 2016, and on or before February 2, 2017, the Association will retain 50% of the total purchase price of the booth space. After February 2, 2017, there are no refunds.

22. The Association’s Right to Remove the Exhibitor’s Property — The association reserves the right to remove from the expo hall premises any or all of the property of the exhibitor should AIHA be cancelled or relocated under the terms of this agreement.

23. Violations of the Conditions — Each of the following actions by an exhibitor shall constitute a violation of the conditions of the exhibitor’s agreement:

a. Use of a display of equipment, products, or services which vary in any significant way from the description on the application for exhibit space.

b. Violation of any municipal, state, or federal laws, rules, or regulations, including safety codes.

c. Failure to follow the procedures prescribed in sections 1 through 21.

d. Failure to remove property from the expo hall upon cancellation or relocation of AIHA.

24. Liability — The association undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the exhibitor, his or her officials, agents, or employees, or for the protection of the property of the exhibitor or his or her representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident, or other cause or for the failure of an individual to wear an event badge. Small and easily portable articles shall be properly secured or removed after expo hours and placed in safekeeping by the exhibitor. Any protection exercised by the association shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the exhibitor.

25. Remedies —

a. In general. In the event the exhibitor violates any of the conditions of the exhibitor’s agreement, the association reserves an absolute right to invoke either or both of the following remedies, which shall in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law:

1. The association may order the exhibitor to remove his or her exhibit and personnel, or have them removed under the provisions of section 22. In these circumstances, no part of the exhibitor’s fees will be returned.

2. The association may refuse thereafter to enter into any agreement with the same or related signatory/exhibitor to lease booth space at future AIHA sponsored by the association.

b. The association, in addition to all other remedies it is entitled to invoke under the terms of this agreement, may require the exhibitor to pay to the association, as liquidated damages, and not as penalty, an amount equal to 100% of the exhibitor’s fee where the signatory/exhibitor violates the restriction on selling set forth in section 18.

26. Patent, Copyright, or Trade Secret — Exhibitor agrees to hold the association, conference and authority, their officers, directors, employees and agents, harmless from all loss, claims, causes of action, obligations, 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.