

WIT 2017 *Accelerate!* Conference & Expo

Contract Conditions, Rules & Regulations for Exhibitors

- 1. Contract for Exhibit Space:** This agreement serves as the Contract for exhibit space at the 2017 Accelerate! Conference & Expo, hosted by the Women In Trucking (WIT), at the Sheraton Kansas City Hotel at Crown Center, located in Kansas City, KS. This event takes place Nov. 6-8, 2017. This agreement constitutes the agreement with WIT, offices located at P.O. Box 400, Plover, WI, 54467, USA; 888-464-9482.
- 2. Payment:** Exhibitor/sponsor must remit payment within 30 days of formal registration, unless prior arrangements have been made and agreed upon with WIT. If any remaining balance of the full remittance of the booth(s) or sponsorship engaged by the exhibitor/sponsor has not been received by WIT 60 days prior to the event, WIT reserves the right to cancel this contract without liability. In such an event, WIT shall retain the amount paid by such exhibitor as a forfeited deposit and will apply amount to remaining balance. Exhibitor/Sponsor agrees to pay full amount of remaining balance on the first day of the event and will not be allowed to set-up until full payment has been remitted in the form of certified check, money order, or credit card.
- 3. Payment and Provisions in Case of Default:** If an exhibitor fails to pay, when due, any sum required after they formally commit online at www.WomenInTrucking.org to their participation in the Accelerate! Conference & Expo, or fails to observe or abide by these Contract Conditions, Rules and Regulations, WIT reserves the right to terminate this contract immediately, without refund of any monies previously paid. The exception to this is if they formally follow Cancellation of Exhibit Space Contract in point 18, see below.
- 4. Cancellation of Exhibit Space Contract:** A request for cancellation of an exhibit space contract must be made in writing to Carleen Herndon at Carleen@WomenInTrucking.org. A full refund of booth space rental, less 50% for cancellation penalty, will be made to the exhibitor or sponsor for any cancellations received in writing by May 1, 2017. The exhibitor or sponsor will be liable for 100% of commitment if cancellation is made after this date.
- 5. The Expo exhibits** will be mainly in the same space in which the WIT's general conference sessions will take place. Integrating the expo with the main conference space will help to give maximum marketing exposure to exhibitors.
- 6. Assignment of Exhibit Space:** For applications that include a deposit or payment in full, primary consideration for booth space assignment will be given to exhibitors and sponsors on a first-come, first-serve basis, and will ultimately be determined by WIT.
- 7. Exhibit Rental Fees:** Refer to the schedule of fees found on the Sponsor/Exhibitor Packet found at <http://womenintrucking.biz/conference-expo/>
- 8. Booth Space Rental Fee Includes:** One furnished piped and draped exhibit space, 1 paid registration, 1 six-foot skirted table, 2 contour chairs, 1 wastepaper basket, identification sign, access to pre-conference attendee list, a discount on additional registrations, listing on the Expo Website, company profile in conference booklet, listing on conference entrance sign, and expo game card participation.
- 9. Conference and Expo Registration Fees:** A complimentary registration(s) is included in the booth space rental fee, depending upon size of booth reserved. See Sponsor/Exhibitor Packet for the number of comped registrations you receive. Additional registrations can be purchased at the discounted exhibitor rate \$249, regardless of whether or not you are a WIT member. Each individual attending must formally register at www.WomenInTrucking.org or call Carleen Herndon at 615-696-1870.
- 10. Exhibitor Guests:** Exhibitors wishing to invite guests, other than registered attendees, to the Conference or Expo, must purchase additional conference registrations. These may be purchased by visiting online at www.WomenInTrucking.org or contacting Carleen Herndon at 615-696-1870.

11. Exhibitor Services FERN EXPO (referred hereto in this contract as Fern) has been selected by Client to act as the Official Services Contractor for the Show including the right to serve exhibitors as the:

- a. Exclusive provider of all material handling services, electrical, plumbing, in-booth cleaning, overhead sign hanging, labor, rental of mechanized equipment and any other exhibitor services, unless a specific service is required to be provided by the facility as approved by WIT; and
- b. Sole recommended contractor for standard and specialty furniture, carpet and flooring, staging, exhibit rental, installation and dismantle labor, transportation, signage, banners and graphics.

12. Exhibitor Appointed Contractors: If an individual exhibitor chooses to utilize its own contractor ("EAC") to provide any of the non-exclusive services that FERN may otherwise perform under this Agreement, FERN may enforce the mutually agreed upon policy to prohibit any EAC from working at any Show unless the exhibitor seeking to use the EAC delivers to FERN at least 10 days prior to the Show move-in date: (i) a written statement setting forth the identity and intended use of the EAC, and (ii) a certificate of insurance evidencing that the EAC has in place, at a minimum, the insurance coverage required by this Section 6. Each EAC must maintain workers compensation insurance in the minimum amount required by state law, Commercial General Liability in a minimum amount of two million dollars (\$2,000,000) covering all operations and Automobile Liability insurance and a minimum amount of two million dollars (\$2,000,000) covering all owned, hired and non-owned vehicles. Additionally, the policies for Commercial General Liability and Automobile Liability shall include both Client and FERN as additional insureds for the applicable Show.

13. Shipping: All exhibitors must make their own shipping arrangements. The Sheraton Kansas City Hotel at Crown Center does not have space for the storage of booth shipments. Exhibitors can make arrangements for storage with the exhibit services company, FERN. Shipping instructions will be provided by FERN prior to the event. For packages of materials not shipping with the booth, please have them shipped to the attention of a company representative who will be checked into the Sheraton Kansas City Hotel at Crown Center at the time of delivery (charges will be incurred by that individual receiving the freight).

14. Set-up & Tear-down of Exhibits: FERN Move-in: 11/6/2016; FERN Move-out: 11/8/2016. See specific times and details at www.WomenInTrucking.org

15. Exhibit times: The 2017 Accelerate! Conference & Expo, sponsored by WIT, is unique in that the conference and expo are integrated. Exhibit times can be found at www.WomenInTrucking.org

16. Entertainment of Attendees: The hosting of private functions (such as cocktail receptions, golf outings or special parties) during the time the Accelerate! Conference & Expo is open or during WIT educational sessions is strictly prohibited. Obscene, distasteful or lewd behavior or attire is prohibited. Exhibit personnel must be dressed in appropriate attire. WIT will make no refunds to exhibitors who must leave for reasons of inappropriate attire or behavior.

17. Fire Regulations: All materials used for booth decoration must be of a non-flammable nature. Electric signs and equipment must be wired to meet specifications of local fire authorities. Fire extinguishers on walls, on the floor or elsewhere must not be removed or obstructed in any manner.

18. Insurance and Liability: Exhibitor assumes the full responsibility and liability for losses, damages and claims arising out of injury to persons or damage to Exhibitor displays or other property brought upon the premises of the Sheraton Kansas City Hotel at Crown Center only to the extent that Exhibitor's negligence caused such liability, losses, damages, claims or injuries. Exhibitor agrees to indemnify, defend and hold harmless WIT and its agents, the Sheraton Kansas City Hotel at Crown Center, and members, officers, representatives, owners, servants, agents, and employees of both organizations for the aforementioned liability, losses, damages, claims or injuries to the extent that they are caused by Exhibitor's negligence. WIT and the Sheraton Kansas City Hotel at Crown Center agree to indemnify, defend and hold harmless Exhibitor, and members, officers, representatives, owners, servants, agents, and employees of its organization for such liability, losses, damages, claims or injuries to the extent that

they are caused by WIT's and/or Sheraton Kansas City Hotel at Crown Center negligence. Neither party will be liable for any incidental or consequential damages, including lost revenue.

19. Space Limitations: Exhibitor personnel and equipment must refrain from blocking aisles and fire lanes. Exhibitors who violate this regulation are subject to the immediate closing of the exhibit space, without refund or rental fees, as violations could result in the closure of the entire show by the fire marshal.

20. Amendments: WIT reserves the right to interpret, amend and enforce these Contract Conditions, Rules and Regulations. Written notice of any amendments or interpretations will be provided to each exhibitor or sponsor. Each exhibitor or sponsor, for himself/herself, his/her agents and employees agrees to abide by all Contract Conditions, Rules and Regulations set forth herein or any subsequent amendments or interpretations.

revised 02/21/17