

ALC 2010 EXHIBIT CONTRACT TERMS AND CONDITIONS

THIS CONTRACT is made between The Congressional Black Caucus Foundation, Inc. (hereafter, "CBCF") and the Exhibitor that completed the contract for exhibit space (hereafter, the "Exhibitor") for lease of certain exhibit space, to be assigned by CBCF, during the 40th Annual Legislative Conference, September 15-18, 2010, in Washington, D.C. (Hereafter, the exposition shall be referred to as the "Exhibit") This contract shall be in effect upon its execution by CBCF as follows:

1. **ELIGIBILITY TO EXHIBIT**—Companies with an intended business interest in promoting products and services to the public. Please note the exception that those products or services that are of a pornographic or illegal nature are NOT eligible to participate in the CBCF 40th Annual Legislative Conference.

2. **EXHIBIT SCHEDULE**

Installation	Show Hours	Dismantle
Tues, September 14—8:00 a.m. - 6:00 p.m.	Thurs., September 16—8:00 a.m.-6:00 p.m.	Sat., September 18— 1:00 p.m. - 3:00 p.m.
Wed., September 15—8:00 a.m. - 3:00 p.m.	Fri., September 17 —8:00 a.m. - 6:00 p.m.	
	Sat., September 18—3:00 a.m. - 1:00 p.m.	

The Exhibit Hall E in the Walter E. Washington Convention Center will be open on Tuesday, September 14, 2010, from 8:00 a.m. – 6:00 p.m. and on Wednesday, September 15 from 8:00 a.m. – 3:00 p.m., for set-up. All shipping crates must be removed from the aisle and all booths must be show ready by 3:00 p.m. on Wednesday, September 15, 2010. The Exhibitor Service Desk will be open during these hours. Exhibit space not occupied by 3:00 p.m. on Wednesday, September 15, 2010, may be reassigned by CBCF to another exhibitor without refund of the rental paid. The Exhibitor expressly agrees not to dismantle the exhibit or to do any packing before the final closing of the exhibits. **Breakdown may begin at 1:01 p.m., Saturday, September 18, 2010, and must be completed by 3:00 p.m.** The Exhibitor Service Desk will be open during these times.

3. **EXHIBIT BOOTH PACKAGE**—The exhibit fee includes an 8-foot-high back wall drape, 3-foot-high side dividers, 6-foot draped table, two (2) chairs, a wastebasket and a booth identification sign measuring 7" x 44" with the company name and booth number (in-line booths only). The Exhibit fee also covers conference registration as outlined on the Exhibitor Registration Form located in the Exhibitor services manual.
4. **EXHIBITOR BADGES**—Exhibit personnel must be registered for the conference and wear Annual Legislative Conference identification badges during set-up, while on the exhibit floor, and during dismantling. Exhibitor badges are for use by exhibit personnel only. Each exhibitor will receive an exhibitor registration form upon confirmation of booth space. **Badge Allotment:** each exhibiting company will receive four (4) exhibit badges per 100 square feet of exhibit space contracted. These badges allow entrance to conference functions as outlined on the Exhibitor Registration form. Additional "Exhibit Hall Only" badges up to a maximum of four (4) per company will be available upon request.
5. **PAYMENT SCHEDULE/CONTRACT DEADLINE**—Contract is for exhibit space as outlined above. Receipt of full payment for exhibit space is required at time of contract submission. Contract is not valid without payment. **All contracts are due to CBCF no later than 5:00 p.m. EST, Friday, July 23, 2010. Contracts received after this deadline may be rejected.**
6. **CANCELLATION, REFUND POLICY**—Cancellations must be received in writing no later than Friday, July 16, 2010, 5:00 p.m. EST, in order to qualify for a refund of all exhibit fees paid less a \$50 administrative fee. **Cancellation requests received after July 16, 2010, are non-refundable.** Failure to cancel in writing, set up exhibit, and/or staff exhibit, will result in no refund.
7. **ASSIGNMENTS OF SPACE**—Exhibit space will be assigned on a first-come, first-served basis with priority selection given to companies represented on the CBCF Board of Directors, sponsors and past exhibitors (most recent year first). Space will only be confirmed upon receipt of contract with full payment.
8. **SUBLEASE**—No exhibitor shall assign, sublet or share booth space. CBCF shall have the right to remove materials from a non-exhibiting company, agency or organization on display in an exhibit booth. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit hall.
9. **SECURITY**—Perimeter security service is provided by CBCF from move-in through move-out. The furnishing of security guards shall not be deemed to increase the liability of CBCF, HARGROVE Inc., the District of Columbia and the Walter E. Washington Convention Center, or to modify in any way the assumption of risk and release provided for above. It is recommended that exhibitors take precautionary measures of their own such as the securing of small or easily portable articles of value, and their removal to a place of safekeeping after the exhibit hours. Information on security services will be included in the Exhibitor Services Manual. CBCF, Hargrove, Inc. and WCC are not liable for damages or property loss.
10. **EXHIBIT REQUIREMENTS AND RESTRICTIONS**

- 10.1 **Use of Space**—All demonstrations or other sales activities in the Exhibit Hall must be confined to the limits of an exhibitor's contracted exhibit space. Aisles are under the control of CBCF and may not be used for exhibits, nor may exhibits change the size or shape of the aisle or span over the aisle. It is the Exhibitor's responsibility to bring a display that fits within the contracted space. Visit www.cbcfinc.org for complete specifications.
- 10.2 **Line of Sight Restriction**
 —In-line booth displays, including the sign, may not exceed the 8-foot back wall height. Display materials will not be permitted to exceed 4 feet in height in the front 5 feet of the booth. For example, in a standard 10' x 10' or multiples thereof, structures above 4 feet must begin at least 5 feet back from the aisle line (Line-of-Sight exceptions: Split Island Booth, Peninsula and Perimeter Booths). Visit www.cbcfinc.org for diagram.

 —Island booth displays will be permitted to a maximum height of 20 feet (no two-story exhibits permitted). A 50 percent, see-through effect on the portion of the booth from floor to 8-feet minimum height is required to prevent blocking views of adjacent exhibits.
- 10.3 **Hanging Signs & Graphics**—Hanging signs and graphics are permitted in *all standard peninsula and island booths*, to a maximum height of sixteen feet (16'). Whether suspended from above or supported from below, they should comply with all ordinary use-of-space requirements (for example, the highest point of any sign should not exceed the maximum allowable height for the booth type). Hanging Signs & Graphics should be set back ten feet (10') from adjacent booths. **Approval for the use of Hanging Signs & Graphics must be received from CBCF at least 60 days prior to installation. Drawings/renderings must accompany each request. Signage & Graphics hung without prior CBCF approval may be removed or moved accordingly.**
- 10.4 **Structural Integrity**—All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring exhibitors, hall laborers or installation/dismantling equipment such as forklifts. Displays should also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open. Exhibitors should ensure that any display fixtures such as tables, racks or shelves are designed and installed properly to support the product or marketing materials to be displayed upon them. CBCF will be held harmless for displays, fixtures and incidents resulting from non-compliance of this policy.
- 10.5 **Floor Covering**—Floor covering is **mandatory for all exhibit booths** and must cover the entire net square footage of contracted exhibit space. Exhibitors may use their own floor covering, carpet or hardwood or order it from Hargrove. Order forms will be included in the Exhibitor Services Manual.
- 10.6 **Fire and Safety Regulations**—All local regulations will be strictly enforced and the Exhibitor assumes all responsibility for compliance with such regulations. All decorations must be flameproof. No combustible materials, merchandise or signs shall be attached to, hung, draped over or stored in or around the exhibit booth(s) or under table tops.
- 10.7 **Storage of Packaging Boxes and Crates**—Exhibitors will not be permitted to store empty packing boxes or crates in booths during the exhibit period. These items will be stored and delivered through the drayage service at standard rates.

Demonstrations—As a matter of safety and courtesy to others, exhibitors should conduct sales presentations and product demonstrations in a manner which assures all exhibitor personnel and attendees are within the contracted exhibit space and not encroaching on the aisle or neighboring exhibits. It is the responsibility of each exhibitor to arrange displays product presentation and demonstration areas to ensure compliance.

- 10.8 **Sound/Music/ Video/Copyright**—In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Rule of thumb: Sound and noise should not exceed 85 decibels. Projection machines are limited in their operations to demonstrations only and shall not be used for showings designed to attract or amuse visitors. All projections must be in accordance with the requirements of the fire prevention authorities and in harmony with any agreements entered by CBCF and labor unions. **Approval for the use of live entertainment should be received from CBCF at least 60 days prior to installation.** Exhibitors should be aware that music or video played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted composition.
- 10.9 **Photography**—Taking pictures in the exhibit hall, other than by the official convention photographer and attendees visiting the Authors Pavilion, is prohibited during the exhibit hall hours including setup, dismantling, and non-show hours. Cameras will not be allowed on the exhibit floor during these times. Each exhibitor has control over its space and may want to prevent competitors from gaining access to, photographing, videotaping or otherwise recording their exhibit or presentation. Individuals found taking photographs in the exhibit hall will be asked to leave the show floor.
- 10.10 **Show Decorator & Unions**—Hargrove is the official show decorator. **Information for ordering furniture, carpeting, A/V, utilities, telecommunications, shipping, material handling and other services will be sent via e-mail by the decorator to exhibitors within days of contract receipt with payment.** Exhibitors wishing to receive a printed Exhibitors Service Manual may do so by sending their request to exhibits@cbcfinc.org. Exhibitor shall abide by agreements made by, between and among CBCF, the Exhibit Facility, Hargrove and any unions or other labor groups having jurisdiction at the Exhibit. All work involved with setting up and dismantling exhibits must be performed by authorized personnel.
- 10.11 **Labor & Drayage**—Skilled labor to assist exhibitors in erecting/dismantling and/or packing/unpacking exhibits as well as drayage will be handled by Hargrove. Forms for these services will be available via the Exhibitor Services Manual. **CBCF is not responsible for labor issues, shipping delays or materials shipped via other methods.**
- 10.12 **Exhibitor-Appointed Contractors (EACs)**—Any contractor other than those identified as “official CBCF contractors” must be approved by CBCF. Exhibitors using contractors other than the official CBCF contractors for labor, supervision or any other services must complete an Exhibitor-Appointed Contractor (EAC Request Form and provide the contractor’s Certificate of Insurance. **The EAC Request Form will be available in the Exhibitor Services Manual and must be completed and submitted to CBCF along with the Contractor’s Certificate of Insurance no later than, July 16, 2010.** EAC Request Forms and/or Certificates of Insurance receive after the deadline will not be accepted by CBCF. **There are no exceptions.**
- 10.13 **Vehicles on Display**—The following safety precautions are enforced for all vehicles on display:
- Battery cables must be disconnected and taped
 - Fuel tanks must be at least half-filled, and not more than three-quarters filled to capacity.
 - Fuel tanks must be locked and sealed in an approved manner to prevent the escape of vapors.
 - Refueling or removal of fuel from vehicles on the premises is prohibited.
 - Vehicles may not be started up or moved during show hours.
 - Keys to vehicle must be maintained by show management and/or show security.
 - Appropriate protection must be placed under vehicle to protect the floor in the event of fluid leaks.
- 10.14 **Care of Premises & Compliance/Exhibit Facility Regulations**—No part of the exhibit nor signs or other materials may be pasted, nailed or otherwise affixed to walls, doors or other surfaces in a way that might mar or deface the premises or booth equipment and furnishings. Nothing may be rigged, suspended from or attached to any Washington Convention Center mechanical system. Damage from failure to observe this notice is payable by the Exhibitor. See the Washington Convention Center Event Services Handbook at <http://www.dconvention.com/Planners/Large/PlanningTools.aspx> for full disclosure of the facility rules and regulations.
- 10.15 **Over-the-Counter Sales**—Product sales are only permitted in designated areas. Each vendor must complete D.C. Department of Finance and Revenue tax form FR-500 by calling (202)727-4TAX. These regulations are a part of the contract between the exhibitor and CBCF.
- 10.16 **Americans with Disabilities ACT(ADA)**—All exhibiting companies are required to be in compliance with the Americans with Disabilities Act (ADA) and are encouraged to be sensitive and as reasonably accommodating as possible to attendees with disabilities. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line (800) 514-0301 and from the Web at www.usdoj.gov/crt/ada/infoline.htm.

11. LIABILITY

- 11.1 The Exhibitor shall be solely responsible to third parties, including invitees and the public, for all claims, liabilities, actions, costs, damages and expenses arising out of or relating to the Exhibitor’s participation in the Exhibit.
- 11.2 The Exhibitor shall indemnify and hold harmless CBCF and the Washington Convention Center, their officers, directors, members, agents, employees and sponsoring organizations against any and all actions, suits, proceedings, damages, losses, costs, and expenses asserted, brought or claimed by third parties arising out of the Exhibitor’s participation in the Exhibit. The Exhibitor agrees to pay any and all costs and expenses (including reasonable attorneys’ and experts’ fees and litigation costs) incurred by CBCF, its officers, directors, members, employees, and agents in defending or resolving such claims as may be asserted against them.
- 11.3 CBCF shall not be responsible for any bodily injury or other damages or losses suffered by the Exhibitor, its employees, or agents or for loss or damage to property owned, leased or used by Exhibitor, either while in transit to or from the Exhibit or while in the Exhibit Facility from any cause whatsoever. Exhibitor agrees to safeguard its own exhibit materials or goods from the time they are placed in the Exhibit Facility until they are removed. **Exhibitor acknowledges that CBCF does not maintain insurance covering the Exhibitor, its agents, or its property and that it is the sole responsibility of the Exhibitor to obtain liability, business interruption, property damage and other insurance covering such losses or liability by the Exhibitor.**
- 11.4 Under no circumstances, including but not limited to cancellation of the Exhibit Contract or removal or expulsion from the Exhibit Facility, shall CBCF be liable for any indirect, special or consequential damages, including but not limited to lost sales, lost profits, administrative expenses, transportation costs, travel expenses, salaries or any other expenditures incurred by the Exhibitor as the consequences of its participation in the show. The maximum liability of CBCF to Exhibitor, regardless of the basis for any claim, shall be the amount paid by Exhibitor to CBCF for rental of exhibit space.
12. **INSURANCE**—Each party involved in the Exposition—exhibit hall, Convention Center, owners and exhibitors—agrees to be responsible for any claims arising out of its own negligence or that of its employees or agents. The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract comprehensive general liability insurance against claims for bodily injury or death and property loss or damage occurring in or upon or resulting from the premises leased by CBCF. Such insurance shall include contractual liability and product liability coverage. Such insurance shall name CBCF and the Washington Convention Center as additional insured’s. The exhibitor shall be required to provide CBCF with said certificate of insurance coverage upon request (in advance or at show site).
13. **FORFEITURE/RIGHT TO REMOVE EXHIBITOR’S PROPERTY**—If an Exhibitor does not follow the rules and regulations set by CBCF, the Exhibitor shall forfeit the amount paid for space rental and contracted space, regardless of whether or not the exhibit space is subsequently leased. CBCF reserves the right to remove from the Exhibit Facility any or all of the property of the Exhibitor should the CBCF Annual Legislative Conference be canceled or relocated or should the Exhibitor violate any of the conditions of the Exhibitor’s agreement. This right may be exercised without prior notice or hearing.
14. **INTERPRETATION AND ENFORCEMENT**—These terms and conditions become part of the contract between the exhibitor and CBCF, as well as their officers, directors, employees, agents, successors and assigns. CBCF has full power of interpretation and enforcement of these rules. All matters in question not covered by these regulations are subject to the decision of CBCF and all decisions so made shall be binding on all parties affected by them as by the original regulations. In addition to the above terms and conditions, **CBCF reserves the right to cancel or refuse rental of display space without refund and/or to refuse admission to future exhibitions to any person or company whose conduct or display of goods is, in the opinion of CBCF, incompatible with the general character and objectives of the exposition and/or CBCF.**
15. **FORCE MAJEURE**—CBCF shall not be financially obligated or otherwise committed if the convention and/or the exposition is cancelled or deferred on account of strikes, fires, casualties, war, government regulation, civil disorder, curtailment of transportation facilities, acts of God or causes beyond its control.
16. **CONTROLLING LAW AND FORUM SELECTION**—The Exhibit Contract, including these Terms and Conditions, shall be governed by and construed according to the laws of the District of Columbia without regard to conflict of laws principles. For any legal action, the exclusive jurisdiction and venue shall be the applicable court for the District of Columbia and Exhibitor agrees to submit to the jurisdiction of the same.

AGREEMENT

By signing and submitting the Exhibit Contract, the Exhibitor has read, understood, and agreed to each of the terms and conditions set forth.