## NO VIDEO CAMERA or AUDIO RECORDING of any type in the Conference Center Building.

## EXHIBIT HALL TERMS & CONDITIONS

**NOTE:** Permission is given to the **REGISTERED EXHIBITOR** to use other organizations' products (hardware/software) incidental in demonstrating your product under the following conditions:

## With regard to **OTHER REGISTERED EXHIBITORS** at IMAGE:

You MAY do cross promotional marketing of your products with any other Paying Exhibitors having a Exhibit Space at IMAGE. You may staff each other's Exhibit display each other's literature, and demonstrate each other's products.

With regard to Other Organizations NOT REGISTERED as an Exhibitor at IMAGE:

- 1. Representatives of organizations NOT REGISTERED as an Exhibitor at IMAGE may NOT STAFF your Exhibit.
- 2. You may **NOT distribute any materials,** literature, or business cards **of any organization that is NOT a REGISTERED EXHIBITOR** at IMAGE, and
- 3.You may **NOT cooperate in demonstrating/promoting the products of any organization that is NOT A REGISTERED EXHIBITOR** at IMAGE for the benefit of their representatives marketing their wares in the aisles of the Exhibit Hall. This policy is the result of vendor complaints of an incidence of this unfair and unprofessional practise that occurred at a prior event.
- 1.**Exhibitor.** The word "Exhibitor" as used herein shall mean the organization contracting for participation in the Exhibit Hall, or its designated representative(s).
- 2. Amendments to Rules. Any and all matters or questions not specifically covered by the preceding rules and regulations shall be subject solely to the decision of the IMAGE Society. These rules and regulations may be amended at any time by the IMAGE Society, and all amendments so made shall be binding on exhibitors equally with the foregoing terms and conditions.
- 3. **Attendance.** The IMAGE Society shall have sole control over attendance policies at all times.
- 4.**Badges.** Up to Three Exhibit Hall Only Badges will be issued to each Exhibitor's employees. Badges will be issued/identified by named individual and are non-transferrable.
- 5. Cancellation & Refunds. Cancellations must be requested in writing and will be effective the date of the postmark on the submittal envelope. Refunds are as follows: Prior to 1 March: 50% of the full rental price will be non-refundable.

  1 March and thereafter: No refund.
- 6.**Compliance with Laws**. Exhibitors must comply with all federal, state, city and local laws, rules, regulations and ordinances in force.
- 7. Copyrighted Material. The Exhibitor hereby certifies that he has obtained all required licenses for all copyrighted material used in his exhibition/demonstration. Furthermore, the exhibitor indemnifies and holds harmless the IMAGE Society from all liability whatsoever arising as a result of the exhibitor's use (or his permission given to others to use) unlicensed copyrighted material, and will pay all IMAGE Society expenses including (but not limited to) legal fees, court fees, damages, punitive awards, etc. arising as a result of said use of any unlicensed copyrighted material.
- 8.**Defacing of Building.** Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floors or walls, and for damage they permit or cause in any other manner. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building walls or floors.

- 9.**Displayed Materials.** Only the Exhibitor's products, services and literature may be displayed. No materials or literature for other organizations are to be displayed or distributed. No materials, behavior or conduct not in keeping with the technical character and high standards of the Conference will be permitted in the exhibit area. The IMAGE Society is the sole authority in this matter.
- 10.**Eligible Exhibits.** The IMAGE Society reserves the right to determine the eligibility of any organization or product for inclusion in the Exhibit Hall.
- 11. Exhibitor Representative. Each Exhibitor must submit in writing the name of one person to be his Representative in connection with installation, operation and removal of his exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible.
- 12. Fire and Safety Laws. Federal, State, City and Local Laws must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with Fire Department and Underwriters' rules. Smoking in the Exhibit Hall is forbidden. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits.
- 13.**Insurance.** Casualty, theft, and liability insurance coverage is the responsibility of each Exhibitor at his own expense. The IMAGE Society is not responsible for any loss or damage to any of Exhibitor's possessions.
- 14. **Labor.** Exhibitors must comply with union work rules where applicable.
- 15. Limitation of Liability. The Exhibitor agrees that the IMAGE Society shall not be liable for any damage, theft or liability of any kind or for damage or injury to persons or property during the term of this agreement from any cause whatsoever by reason of use, occupation and enjoyment of exhibit space by the Exhibitor or any person thereon, and that the Exhibitor does indemnify and hold harmless the IMAGE Society from all liability whatsoever on account of any such damage, or injury, whether or not caused by negligence of or breach of an obligation by the IMAGE Society or its officers or representative(s).
- 16.**No Implied Services.** No other products or services, other than those explicitly stated herein, are implied by or included in this contract.
- 17.**Rejected Displays.** The Exhibitor agrees that he shall be admitted and shall remain solely in strict compliance with the rules herein. The IMAGE Society reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any Exhibitor or his representatives, with or without giving cause. If cause is not given, liability shall not exceed the amount of the Exhibitor's unused time prorated at the time of ejection. If an Exhibitor is ejected for violation of these rules or for any other stated reason, no return of the registration/participation fee shall be made.
- 18. Rosters & Contact Lists. Exhibitors are responsible for collecting and creating their own list of attendees and contacts. In respect of the privacy of our attendees the IMAGE Society does not provide contact lists to anyone.
- 19. **Security.** The Exhibit Hall will be locked during non-operating hours, however the exhibitor should secure any transportable items and equipment as well as obtain adequate insurance coverage. The IMAGE Society is not responsible for the loss or damage of any exhibitor equipment or possessions.
- 20. Soliciting, Samples, Prizes. Order taking or sales will not be permitted at the Exhibit Hall or at any place within the conference. Samples of an advertising nature only, catalogs, pamphlets, publications, etc., will be allowed to be distributed by registered Exhibitors only. Prize drawings, awards for signing names and addresses, or other promotional activities, will be permitted only with prior written permission of the IMAGE Society.
- 21.**Sub-Leasing & Sharing.** Exhibitors may NOT sub-let or share their space except with other registered vendors as stipulated in these terms and conditions.

## NO VIDEO CAMERA or AUDIO RECORDING of any type in the Conference Center Building.