

Terms and Conditions of the Exhibitor's Agreement

AIHce EXP 2021 | 3141 Fairview Park Dr., 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, contain the information requested, and be executed by an individual who has authority to act for the applicant (exhibitor). Any such exhibitor/producer or supplier of equipment 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, and email, you consent to receive information from AIHA via any of these methods of communication.

2. Agreement to Conditions — Association'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 expo attendance seniority, application date of receipt, identified competitor location, and best space available, in that order. Seniority level increases by one point for each 100 square foot booth each year an exhibitor displays at the expo (on a 5-year cumulative basis), and points for sponsorships purchased.

4. Payment — Completed applications received by AIHA on or before August 31, 2020 must be accompanied by a deposit equal to 15% of the cost of the total booth space secured. An additional 35% of the total booth fee must be paid by November 2, 2020 and the final balance must be paid by March 5, 2021. Completed applications received between August 31, 2020 and March 5, 2021 must be accompanied by a 50% deposit and the final balance must be paid by March 5, 2021. All applications submitted after March 5, 2021 must be accompanied by full payment. If AIHA has not received payment in full by March 5, 2021, the heretofore reserved exhibit space may be reassigned, sold, or otherwise used or disposed of by AIHA without any refund of the applicant's deposit.

5. Insurance — Exhibitors agree to maintain general commercial liability insurance that will fully protect AIHA, its affiliates, and its and their directors, officers, employees, and agents, and the Facility, from any and all claims of any nature whatsoever, including damage to property, claims under the applicable Worker's Compensation Act, and claims for any personal injury, including death, any or all of which may arise in connection with the installation, operation, or dismantlement of exhibitors' display, or in connection with the display itself or with exhibitors' participation at AIHce EXP 2021. Such coverage shall in no event be less than one million dollars (\$1,000,000) for personal injury, death or property damage in any one occurrence. Such insurance maintained by exhibitor must be issued by an insurance company with an A.M. Best rating of A-IX or higher and such insurance must include coverage of the indemnification obligations of the exhibitor in Section 24 of these terms and conditions, and such insurance must cover AIHA, its affiliates, and its and their officers, directors, members, agents, and employees. AIHA shall be named as an additional insured on exhibitors' Commercial General Liability Insurance policy. Each exhibitor is responsible for obtaining, for its protection and entirely at its expense, such property insurance for its exhibit and display materials as such exhibitor deems appropriate. Any policies providing such insurance must contain an express waiver by exhibitor's insurance company of any right of subrogation as to any claims against AIHA, its affiliates, and its and their officers, directors, agents, or employees, and the Facility. 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 AIHce EXP 2021.

6. Booths — Standard booth equipment (back and side wall draping and identification sign) will be provided. If an exhibitor plans to install a completely constructed display of such a character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof shall project as to obstruct the view of adjacent booths. Carpeting/floor covering is required in booth space. Please refer to complete AIHce EXP display rules and regulations in the exhibitor service kit.

7. Floor Plan — AIHce EXP reserves the right to modify the plan to the extent necessary in the best interest of AIHce EXP and the expo.

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 convention hall exhibit area without permission of the Association and the proper building authority. Packing, unpacking, and assembling of exhibits shall be done only 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 by exhibitors to reserve hotel rooms through official AIHce EXP Housing may result in exhibitor badge fees. All representatives of exhibitor must prominently wear the official event badge at all times while in the AIHce EXP Expo Hall and comply with all other badging and security requirements mandated by the conference. During non-competes hours, exhibitor's booth must be staffed by a representative or employee of exhibitor. An exhibitor may require reasonable identification of anyone not wearing an official event badge.

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 as it sees fit to eliminate blank space in the exhibit hall, provided such booth space is not occupied by the official install time.

13. Access to Displays — The association may from time to time promulgate such regulations governing hours of access to displays and eligibilities 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 AIHce EXP 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 will be of a caliber in keeping with the high standards of the expo. Exhibitor must comply with all applicable federal, state, and local employment and tax laws.

15. Use of Space — Exhibits shall be shown only in the official exhibit area as established by AIHce EXP. 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 or rooms during AIHce EXP 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 he display articles not 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 booth 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 of Printed Material, etc. — The following 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 addition to official event 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 balloons; i. Demonstrations which create an interference with neighboring exhibitors 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 any of the Display Rules and Regulations. Representatives of exhibitors may not misrepresent their identity, position, company, or contact information, nor provide false or misleading information to any other exhibitor. AIHce EXP show management reserves the right to interrupt and prevent these practices.

18. Policy on Selling — In order to stimulate interest in the health and safety industry in general, exhibitors shall be permitted to take orders for the sale of their products or services at the show provided that the products or services are substantially related to the health and safety industry. The exhibitor shall be solely responsible for any federal, state, or local tax and/or sales tax required to be collected or withheld on any purchase. Should show management be fined for violation of tax requirements pending exhibitor sales, show management maintains the right to fine said exhibitor and suspend the exhibitor's ability to exhibit for up to three years.

19. Conflicting Meeting and Social Events — In the interest of the success of the entire AIHce EXP, the exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of members or exhibitors from the expo hall during the official hours of AIHce EXP. 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 AIHce EXP 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 AIHce EXP, 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 — Cancellations/Reductions must be made in writing to the Association. For cancellations/reductions received on or before August 31, 2020, there is a full refund. For cancellations/reductions received between August 31, 2020 and November 2, 2020, and AIHA is able to resell the entire square footage of the original space reserved for the exhibitor, then AIHA will assess a cancellation/downsize fee equal to 25% of the total amount due of the reduced (canceled) space. If for any reason AIHA is unable to resell all or a portion of the canceled/reduced space, the exhibitor will remain liable for the full cost of the unsold space. Cancellations/reductions received between November 2, 2020 and March 5, 2021, and AIHA is able to resell the entire square footage of the original space reserved for the exhibitor, AIHA will assess a cancellation/downsize fee equal to 50% of the total amount due of the reduced (canceled) space. If for any reason AIHA is unable to resell all

or a portion of the canceled/reduced space, the exhibitor will remain liable for the full cost of the unsold space. After March 5, 2021, there are no refunds. **NOTE: The cancellation/reduction fees outlined in this section are applicable for any type of cancellation/reduction, for any reason. However, AIHA will accept a booth format switch from a live/in-person booth to a virtual booth or vice-versa. All requests to switch a booth format must be made in writing. All booth fees paid at the time of the written notification will be applied to the new booth format.**

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 AIHce EXP be canceled or relocated or should the exhibitor violate any of the conditions of the exhibitor's agreement or in an emergency. This right may be exercised without prior notice and without hearing.

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:

- Use of a display of equipment, products, or services which vary in any significant way from the description on the application for exhibit space.
- Violation of any municipal, state, or federal laws, rules, or regulations, including safety codes.
- Failure to follow the procedures prescribed in sections 1 through 21 and 24.
- Failure to remove property from the expo hall upon cancellation or relocation of AIHce EXP.

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.
- The exhibitor is fully responsible for any and all claims, liabilities, losses, damages and expenses relating to or arising from any injury to any person, or any loss of or damage to property where such a claim, liability, injury, loss, or damage is incident to, arises out of, or is in any way connected with exhibitor's participation at AIHce EXP 2021. The Facility and AIHA will not be responsible for any injury, loss or damage that may occur to the exhibitor, the exhibitor's employees or property or to any other person prior to, during or subsequent to the period covered by these terms and conditions. The exhibitor expressly releases the Facility and AIHA, its affiliates, and its and their directors, officers, employees, and agents from such liabilities. The exhibitor agrees to indemnify, defend, and hold the Facility and AIHA, its affiliates, and its and their directors, officers, employees, and agents harmless from and against all claims, liabilities, losses, damages, costs and expenses of any nature whatsoever, including attorneys' fees and costs of litigation, arising from or relating to the participation or attendance of exhibitor at AIHce EXP 2021.
- The Association shall not be liable for any failure to deliver space to an exhibitor or for the loss of allotted space of an exhibitor, who has contracted for exhibit space under the terms of this agreement, if non-delivery is due to any one of the following causes: destruction of or damage to the building or the exhibit area by fire or act of God; terrorism, epidemics, acts of a public enemy; strikes; the authority of the law; or any cause beyond its control.

25. Remedies

- 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 be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law:
 - 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.
 - The Association may refuse thereafter to enter into any agreement with the same or related signatory/exhibitor to lease booth space at a future AIHce EXP sponsored by the Association.
- 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, cost claims, causes or 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.