



GENERAL CONDUCT OF EXHIBITORS

Conduct of Exhibitors:

- Exhibition and Program Partners cannot host competing meetings, seminars, social events and other activities during exhibit hours or in conflict with any Conference meetings and activities listed in the Final Program without written approval of the Director of Events.
- Canvassing or distributing advertising matter outside the Exhibitor's own booth is not permitted. Solicitation of business except by exhibiting firms is prohibited.
- The right is reserved to refuse applications of companies that do not meet the standards required or expected, as well as the right to curtail exhibits or parts thereof which reflect against the character of the meeting.
- Nonprofessional products or services are not to be displayed. This applies to displays, literature, advertising, novelties, souvenirs, conduct of persons, etc.
- Electrical or other mechanical apparatus must be muffled, so noise does not interfere with other Exhibitors.
- Photographing or examining another Exhibitor's equipment without permission is prohibited.

Staffing:

As a courtesy to the attendees and to fellow Exhibitors, exhibits must be staffed at all times during the meeting. All Exhibitors are expected to make their travel and hotel arrangements in accordance with this policy.

Security:

Security personnel is not guaranteed while exhibits are closed. Please contact the Exhibit Manager for more information. Exhibitor's property shall remain the responsibility of the Exhibitor. BEBPA and the host hotel will not be responsible for loss of material by or for any reason.

CONTRACT OBLIGATIONS

Exhibit Tabletops, Decoration, Signs, Etc.: The Exhibitor is solely responsible for the safety of its exhibit. All special requirements must be approved by the Exhibit Manager. Such approval and/or compliance with does not constitute BEBPA approval or opinion on the structural safety of construction. The Exhibitor remains solely liable for the safety of its exhibit and any products or materials used or displayed therein. The Exhibitor agrees that it is solely responsible for protecting its property on the premises of the hotel.

Indemnification and Hold Harmless: Exhibitor agrees that it will protect, save and keep BEBPA, and the host hotel, forever harmless and indemnified against and from (i) any penalty, damage or charges including reasonable attorney's fees imposed for violation of any law or ordinance occasioned by the act or neglect of Exhibitor or those holding under Exhibitor, (ii) all claims, loss, liability, judgment, cost, damage or expense including all reasonable attorney's fees arising out of or from any accident or other occurrence causing injury or death to any person or damage to any property on or about the exhibit hall occasioned by any act, omission or negligence of Exhibitor, its employees, representatives, agents and those persons attending the Event at the specific request or invitation of Exhibitor, and (iii) all claims, losses, liability, judgment, cost, damage or



expense including reasonable attorney's fees, arising out of or occasioned by any failure of Exhibitor in any respect to comply with and perform all the requirements and provision of this Agreement.

Rules and Regulations: Exhibitor agrees that all current and subsequent BEBPA regulations and the conditions and regulations of the host hotel, and other facilities used by BEBPA are made a part of this Agreement and are incorporated by any reference prior to the start of the conference. BEBPA and, in its discretion, its designees shall have the full and exclusive power in matters of interpretation, amendment, and enforcement of all such conditions and regulations, and any amendments when made and brought to the notice of said Exhibitor will be as though duly incorporated herein and subject to the terms and conditions of this Agreement. If a dispute or disagreement arises between the parties concerning the allotment of or permitted use of exhibition tabletop or concerning the allotment of or permitted use of exhibition space or concerning interpretation of any of the conditions or regulations, the decision and interpretation of BEBPA is final. The Exhibitor agrees to abide by the interpretation that, if requested, shall be in writing. If BEBPA is forced to close an Exhibitor's tabletop or take other remedial action to address a violation of BEBPA rules and regulations, the Exhibitor will not receive a refund or other compensation from BEBPA.

Insurance: An insurance certificate in the amount of \$2 million must be submitted by each Exhibitor. BEBPA should be listed as the additional insured. Each Exhibitor must do so at their own expense. All certificates must be emailed to the Director of Events prior to the beginning of the conference. Please contact the Director of Events if you require further information.

Fire Protection: All materials used in the exhibit area must be flameproof and fire resistant to conform to local fire ordinances and in accordance with regulations established by the National Association of Fire Underwriters. Crepe paper, corrugated paper, flameproof or otherwise, will not be permitted. Display racks, signs, spotlights and special equipment must be approved before use, and all displays are subject to inspection by the Fire Prevention Bureau. Any exhibits or parts thereof that are found not to be fireproof may be ordered dismantled. All aisles and exhibits must be kept clear at all times, and fire stations and fire extinguisher equipment is not to be covered or obstructed.

Cancellation of Exposition: It is mutually agreed that in the event of cancellation of exhibiting at a BEBPA meeting for any reason, for example, due to fire, strikes, governmental regulations, threat of terrorist attacks or causes which would prevent its scheduled opening or continuance, then and thereupon this Agreement will be terminated and BEBPA shall determine an equitable basis for the refund of such portion of the exhibit fees as is possible, after due consideration of expenditures and commitments already made.

Arbitration: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall first be discussed informally for an amicable settlement between the parties and should that not succeed shall be settled by arbitration in the State of California in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.



General: All matters and questions not covered by these regulations are at the discretion of BEBPA. Management may amend these regulations at any time and all amendments that may be so made shall be equally binding upon publication on all parties affected by them as the original regulations.

APPLICATION REQUIREMENTS

Space Assignments:

Space for in-person events will be assigned on a first-come, first-served basis after the final contract is received by the Exhibit Manager, accompanied by **full payment** by the due date stated on the meeting web page. Space is limited. If there is a company that you wish to avoid being near, we will do everything we can to accommodate your request.

Payment Policy:

Three methods are accepted for payment: Credit card (VISA, MasterCard, or AMEX), check or wire transfer. For check or wire transfer, please contact the Exhibit Manager for instructions.

Contributions or gifts to BEBPA are not tax deductible as charitable contributions; however, they may be tax deductible as ordinary and necessary business expenses. Please consult your tax advisor.

Cancellation:

Exhibiting firms wishing to cancel space will need to notify the Director of Events. It is the responsibility of the Exhibitor to confirm that the cancellation has been received by the Director of Events. The date written notice is received is considered the official cancellation date. Please review the cancellation policy on the conference website as it may vary for each conference.

OTHER

Exhibitor Badges:

- All Exhibitors must be registered.
- Exhibitor badges are all access. BEBPA does not offer exhibit only badges.
- Each person issued an Exhibitor's badge must be employed by the exhibiting company.
- Badges must be worn at all times.

Please Don't Be a "No-Show":

If you cancel your plans to attend, remember to cancel your meeting registration and hotel reservations as quickly as possible. Hotels are reluctant to commit rooms and offer lower rates if there is a high no-show rate. If reservations are cancelled correctly, it will allow other attendees the option to book and fill the room.

Attendees with Disabilities:

If you have a disability or a special need that may affect your participation, please contact the Exhibit Manager to discuss your requirements. We cannot ensure the availability of appropriate accommodations without prior notification of need.