

# Terms of Service

## Exhibitor Terms and Conditions

### Management

The term "Management" as used throughout this document shall mean Forest Economic Advisors LLC ("FEA").

### Eligible Exhibits

Management reserves the right to determine the eligibility of any company or product for inclusion in the conference.

### Contract for Exhibit Space

The purchase of exhibit space constitutes a contract for the right to use the assigned space. Only the company name listed on this Contract is considered an official IWBC 2019 Exhibitor.

### Subletting of Space

Exhibitor shall not assign or transfer this booth to another party without the express written permission of Management.

### Installation of Exhibits

- Installation of exhibits may begin at Noon on Monday, November 4th, 2019 and must be completed by 5:30 PM.
- If Exhibitor does not occupy its contracted space by 8:00 AM on Tuesday, November 5th, 2019, Management reserves the right to use that space.
- Exhibitors are required to conform to the prevailing labor regulations of Boston, Massachusetts.

### Dismantling of Exhibits

Exhibitors agree not to dismantle their exhibit during show hours or do any packing before the exhibit hall closes at 1:30 PM, Wednesday, November 6th, 2019. If the exhibit hall officially ends prior to 1:30 PM on Nov. 6th, then dismantling can begin. Any Exhibitor who dismantles a booth prior to the official close of the conference, will be subject to a \$200.00 fine. All exhibits must be removed from the site by 6:00 PM, November 6th, 2019.

### Exhibit Logistics

Information in the Freeman Exhibitors Kit will be emailed to each exhibitor in ample time for advance planning. This document will contain information regarding shipment, rental items, electrical, etc.

### Badge Policy

Every booth representatives must have an official IWBC2019 exhibitor badge to gain access to the exhibit floor. Badges are **not** included in the booth fee. Badges may not be shared between representatives.

### Exhibitor Cancellation and Default

- All exhibitor cancellations must be received by Management in writing and acknowledged by Management.
- If written notice of cancellation is received by Management before September 30, 2019, the Exhibitor will pay a \$500 cancellation fee.
- If written notice of cancellation is received by Management on September 30, 2019, or later, 100% of the total exhibition fee is due.

### Liability and Insurance

- It is expected the exhibitor has liability insurance for the conference period. Neither management nor the Westin Boston Waterfront is responsible for loss or damage to exhibitor's property.
- The exhibitor agrees to indemnify, defend and protect Management and the facility against, and save Management and facility harmless from, any and all claims, demands, suits, liabilities, damage, loss, costs, attorney fees and expenses of whatever kind or nature which might arise from any action or failure to act by the exhibitor.

### **Safety, Fire and Health**

- Exhibitor assumes all responsibility for compliance with federal and local codes and all laws related to public safety, fire and health ordinances, as well as facility regulations.

Wiring and decorating materials must all conform to local codes and fire regulations.

- Materials used by exhibitors must be non-flammable and conform to the Fire Regulations of the State of Massachusetts and city of Boston.
- All exhibitors must comply with Fire Regulations.
- Exhibitor shall not, without the prior written consent of Management, put up or operate any engine or motor or use oils, burning fluids, camphene, kerosene, naphtha, gasoline or any other flammable chemical or hazardous materials, for mechanical or any other purposes.
- Exhibitor is responsible to meet all requirements of the American with Disabilities Act.

### **Reasonable Business Environment**

- Management reserves the right to restrict booth size, noise, characters, lights, music, entertainment and any other operations which Management deems objectionable.
- Any property damaged or destroyed by the exhibitor must be replaced or repaired at the exhibitor's expense.

### **Acts of God, Fire, Strikes, Etc.**

In the event that any outside cause, such as war, fire, strike, government action, or other emergency, or even of "force majeure" prevents the conference from being held, Management may retain the exhibitor booth fee as shall be required to recompense Management for expenses incurred up to the time such contingency shall have occurred and Management will not be responsible for any of exhibitors' expenses or damages resulting from such a cancellation or postponement of the conference.