

IFMA Facility Fusion Expo
May 6, 2024 | The Westin Boston Seaport District | Galleria Hall
425 Summer Street, Boston, Massachusetts 02210
Exhibitor Terms & Conditions

- 1. Eligible Exhibits:** Exhibits are limited to facility management related products and services. IFMA has the right to determine eligibility of a company or product for inclusion and may reject any or all applications. IFMA may prohibit, close, correct, remove or eliminate an exhibit or any part of an exhibit that it determines is not suitable to, or in keeping with, the Show's character.
- 2. Payment Terms:** A 50% deposit is required to reserve your booth space. Remaining full balance for booth space and sponsorships will be due by December 31, 2023. IFMA will cancel both space/sponsorships for any unpaid invoices as of January 1, 2024 and any deposits will be forfeited. Any booths/sponsorships secured after December 31, 2023 will require full payment within 30 days of invoice. Any booths/sponsorship secured on/after February 1, 2024 will require payment in full at time of contract.
- 3. Exhibitor Cancellations/Changes:** Cancellations and other changes will be honored only when presented in writing before December 31, 2023. After that date, the exhibitor is responsible for payment of all invoiced fees. All payments made to IFMA after December 31, 2023 are not refundable; refunds will be offered for cancellations/changes submitted prior to December 31, 2023. Any booths secured after December 31, 2023 are not eligible for a refund should the exhibitor cancel out of the show. IFMA reserves the right to cancel this agreement at any time if it learns that the exhibitor has made any material false or misleading statements, has omitted any material information in obtaining this contract, or has violated any of the terms and conditions of this agreement.
- 4. Event Cancellations/Changes:** If IFMA cancels or significantly changes the schedule or format of the event (i.e. date, location or move to virtual event), exhibitors will have the option to cancel without penalty and will be allowed to use any payments made for Facility Fusion 2024 as credit for IFMA advertising placements through June 30, 2024.
- 5. Booth Construction:** Booths will comply with the International Association of Exhibitions and Events "Guidelines for Display Rules and Regulations (2019 North American Update)" and the Convention Center rules and regulations.

Linear/In-line Booths – Display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. **The maximum height of 8 ft is allowed only in the rear half of the booth space, with a 4 ft height restriction imposed on all materials in the remaining space forward to the aisle.**

Island Booths - The design of island booths must allow access from all four aisles and not obstruct the view of adjacent exhibits in any way. Island booths must leave clear visibility of a minimum of 5 feet on either side of any structures within their booth. **Maximum height of all booth displays/structure and hanging signs is 18 ft.**

All exhibitors must submit a diagram of their booth floorplan for approval by February 1, 2024.

Background surfaces and side dividers must have finished exposed surfaces. IFMA will instruct the decorator to finish any unfinished surfaces at Exhibitor's expense. Electronic flashers and neon signs are not permitted.

- 6. Certificate of Insurance:** Exhibitors and their Appointed Contractors shall obtain adequate insurance against loss, damage or destruction of property, no less than \$1 million (U.S.), \$2 million (U.S.) aggregate comprehensive general liability insurance, including a broad form endorsement and will waive subrogation against IFMA, building owners or their representatives. The Exhibitor shall name IFMA (800 Gessner Road, Suite 725, Houston, TX 77024) as the certificate holder and both IFMA and H The Westin Boston Seaport District (425 Summer Street, Boston, Massachusetts 02210) as additional insured on their Certificate of Insurance and provide IFMA with a copy by February 1, 2024.
- 7. Booth Staffing/Activities:** Exhibiting companies receive 3 free booth staff registrations per 10x10. Any additional booth staff registrations will be charged a fee as directed by IFMA. All Exhibitors' staff other than those working in the booth must register as attendees to attend the Show. Exhibitor booth representatives must be a minimum of 18 years old and shall be restricted to the exhibiting company's full-time employees. They must wear name badges provided by Show management at all times and booths must be staffed during all open expo hours.

Representatives will, at all times, conduct themselves in a businesslike, professional manner. Lewd, obscene, disruptive or other inappropriate behavior may result in a representative being banned from the booth and/or the hall or in the shut-down of the exhibit. Nor may Exhibitors display or distribute lewd, obscene, pornographic or otherwise offensive materials in their booths or the hall. IFMA shall be the sole and final judge of what does or does not fall into acceptable or unacceptable behavior and/or content.

Exhibit staff activity is limited to the contracted booth space. Exhibit staff may not actively solicit business from other show exhibitors. Violation of this policy can result in the representative(s) being banned from the booth and/or the hall or in the shut-down of the exhibit. Booth representatives wearing distinctive costumes, carrying banners or signs separately, or as part of their apparel, must remain in their booth. Demonstrations and discussions are limited to the booth space only. Booth representatives found to be wearing inappropriate clothing will be asked to change or leave and IFMA will not be liable for damage of any kind if such action results in the booth being unattended.

8. **Exhibitor Appointed Contractors (EACs):** Exhibitors may, with prior written approval by IFMA, hire outside contractors for installation and dismantling of booths. Exhibitors must employ members of appropriate trade unions where required. EAC houses must supply proof of liability insurance certificates and letters of intent to Show management.
9. **Suitcasing Policy:** Any attendee or exhibitor who is observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the Exhibition Policy, will be asked to leave immediately. Additional penalties may be applied.
10. **Expo Hall Security:** IFMA will provide security for the expo hall as required by the venue. However, IFMA will not be held liable for any damages or stolen items from individual exhibitor booths. IFMA recommends that all exhibitors lock-up or remove from the expo hall any items deemed to be valuable outside of show hours.
11. **Show Closing:** Exhibits must be removed from the building at the end of the Show no later than the time indicated by IFMA. Any items left in the building after the conclusion of exhibitor move-out will be discarded as trash and exhibitor will be financially liable for any applicable trash/dumpster fees..
12. **Additional Functions:** No Exhibitor or group of Exhibitors may sponsor a meeting or present information as part of a planned attendee program any time prior to, during or after the event without prior written approval of IFMA. Nor may Exhibitor host cocktail parties or similar functions without written approval.
13. **Food & Beverage Distribution:** Any food and beverage (including alcohol) distributed at the Event Venue must be ordered from the exclusive food & beverage/catering provider as specified by the Event Venue. The exhibitor is responsible for acquiring any required licenses, if applicable. Distribution of outside food & beverage is strictly prohibited and will be shut down upon discovery.
14. **Product Sampling:** If your company's products include food & beverage, you may submit a request to sample your food & beverage products from your booth. The typical allowable sample size is 2 oz. Product sampling requests are managed through the Event Venue's specified exclusive catering company. Distribution of samples without prior approval is strictly prohibited and will be shut down upon discovery.
15. **Attorney Fees:** If IFMA institutes legal action or any other proceeding to enforce this agreement and is the prevailing party; or if IFMA is named a defendant or is a party in any other legal action or proceeding arising out of this agreement between the Exhibitor and IFMA; or of any agreement between IFMA and the Convention Center; or of any agreement between the Exhibitor and the Convention Center; then IFMA shall be entitled to reimbursement of its attorney fees and all other costs and expenses incurred as a result of such legal action(s) or proceeding(s). The rights and remedies afforded IFMA pursuant to this provision regarding attorney's fees shall be in addition to and not in lieu of any rights and remedies also available to IFMA pursuant to the indemnification provision elsewhere in this agreement.
16. **Coordination with Lease:** Exhibitor hereby agrees to indemnify, defend and hold harmless IFMA to the same extent that IFMA may be obliged to indemnify the owner of the building as lessee or licensee of the exhibit hall or space. If there are any inconsistencies between IFMA's lease or license for the exhibit hall or space and this agreement, the terms of the lease or license shall govern. If there are additional rules, regulations or terms or conditions that IFMA must comply with under its lease or license, to the extent they may be applicable to the Exhibitor's booth, those additional rules, etc. are hereby incorporated herein by reference and the Exhibitor agrees to comply with them.
17. **Damage to Property:** Exhibitors are liable for any damage caused by them or their agents to the building or property of other Exhibitors. Exhibitors may not apply paint, lacquer, adhesive or other coating to building columns and floors or to standard booth equipment.
18. **Default of Occupancy:** Exhibitors failing to occupy contracted space are not relieved of obligation to pay full space rental fees. IFMA has the right to reassign or use such space in any manner deemed fit if not occupied by the set time making it available to other Exhibitors without releasing the original Exhibitor from its contracted obligations.
19. **Indemnification:** (1) Exhibitor agrees to indemnify, defend and protect IFMA and the building owners and hold them harmless from any claims, demands, suits, liability, damages, loss, costs, attorney fees and expenses of whatever kind which result from any action, or failure to act, or negligence by the Exhibitor or any officers, agents, employees and representative, including but not limited to claims or personal injury, damage or loss of property; (2) Exhibitor hereby assumes the risk of agrees to indemnify and save IFMA (including its agents, servants and employees) and the building owners harmless against

all liability, damages, expenses, attorneys' fees and cost for injuries to and deaths of persons whomsoever, and damages to and destruction of property whosoever, including property of IFMA and the building owners, growing out of, incident to, or in any manner resulting from the construction, maintenance, operation and presence of the Exhibitor's booth, regardless of IFMA's or the building owners' negligence; (3) Exhibitor further assumes the risk of and agrees to indemnify and hold harmless IFMA, the building owner and any officer, agent, employee or other representative thereof for any damage, loss, harm or injury to person or any property of the Exhibitor or any of its officer, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause, regardless of IFMA's or the building owners own negligence and neither IFMA, nor the owners of the building will obtain insurance against any such damage, loss, harm, or injury.

- 20. Jurisdiction:** Exhibitors must comply, at their expense, with all local and state laws, rules, regulations and ordinances in force. In particular, Exhibitors must comply with federal, state and/or local law with respect to non-discrimination and accommodation of persons with disabilities as places of public accommodation.
- 21. Music and Copyrights:** Exhibitors must confine all activities to their booth during Show hours. Sound devices must be operated so as not to disturb other Exhibitors and not exceed 80 dB and read on the "A" scale of a sound level meter. Show management reserves the right to determine acceptable sound levels. If unable to carry normal voice-level conversation away from your booth, the sound is too loud. Music played in booths (live or recorded) may be subject to laws governing the use of copyrighted compositions. Authorized licensing organizations, include but not limited to ASCAP, BMI and SSAC collect copyright fees on behalf of composers and publishers. It is the exhibitor's responsibility to be informed of copyright laws and submit fees to appropriate organizations Exhibitors are responsible for obtaining all necessary copyrights or licenses to use copyrighted materials. Exhibitor will indemnify IFMA for any copyright infringement claims.
- 22. Vehicle Displays:** Any exhibitors displaying vehicles in their booth must comply with venue and local fire and safety regulations which varies based on event location. General vehicle display regulations include: battery cables disconnected and taped; alarm systems deactivated; ¼ or less fuel in the vehicle's tank; locked/sealed fuel tank to prevent escape of vapors.
- 23. Safety Devices and Fire Protection:** Exhibitors are fully responsible for complying with national, state and city regulations in provision and maintenance of adequate safety devices and conditions to operate machinery and equipment. Flammable devices, fluids, decorations or display fixture coverings are prohibited. Fabrics, decorative materials, table covers or risers shall be flameproof and subject to Fire Marshal inspection. Fire hose cabinets, service entrances and exit signs must be accessible and in full view. Smoking is not permitted.
- 24. Union Labor:** Exhibitors must employ members of appropriate trade unions where required for all installation and dismantling work.
- 25. Show Rules:** Any matters not specifically address in these Terms & Conditions shall be subject solely to the discretion of IFMA.
- 26. Venue:** If any legal action is brought to enforce this agreement, venue will be in Harris County, Texas, USA and the laws of Texas shall apply.
- 27. IFMA Event Code of Conduct:** IFMA is dedicated to providing a harassment-free and inclusive event experience for all participants at all our events, whether held in person or virtually. Your and your company's registration or attendance at any IFMA event indicates your agreement to abide by the IFMA Event Code of Conduct.