IFMA's Facility Fusion April 30, 2025 | Renaissance Austin Hotel | Rio Grande Exhibit Hall 9721 Arboretum Blvd, Austin, TX 78759 Exhibitor Terms & Conditions

1. Eligible Exhibits: Exhibits are strictly limited to facility management-related products and services. By submitting an application, the exhibitor agrees to abide by the terms and conditions set forth in this contract. IFMA reserves the sole and exclusive right to determine the eligibility of a company, product, or service for inclusion in the Show.

IFMA may, at its discretion, prohibit, close, correct, remove, or otherwise eliminate any exhibit, or part thereof, that it determines does not align with the purpose and character of the Show or fails to meet the stated eligibility criteria. If IFMA discovers prior to the event that an exhibitor does not meet these eligibility requirements, the exhibitor's participation will be canceled, and no refunds will be issued.

If non-eligibility is discovered during the event, the exhibitor will be required to immediately vacate the exhibit hall. No refunds will be issued, and the exhibitor may be subject to additional fees, including but not limited to costs associated with the removal of their booth or damages incurred by IFMA as a result of the misrepresentation.

2. Onsite Sales Prohibition:

The exhibitor agrees not to engage in any direct sales, transactions, or exchange of goods or services for monetary compensation on the trade show floor or within the event venue during the course of the event. Any violation of this provision may result in removal from the event without refund and possible exclusion from future events.

- **3. Payment Terms:** To secure booth space or sponsorships, a signed application constitutes a binding contract. The following payment terms apply:
 - **Before December 31, 2024**: A 50% deposit is required within 30 days of submitting your application. The remaining 50% balance is due by December 31, 2025.
 - Any unpaid invoices as of January 1, 2025, will result in forfeiture of deposits, and the reserved booth space or sponsorship will be released.
 - On/After January 1, 2025: Full payment is required within 30 days of the invoice date.
 - Any unpaid invoices past 30 days of submission, will result in forfeiture of deposits, and the reserved booth space or sponsorship will be released.
 - On/After February 1, 2025: Full payment is required at the time of contract submission.
 - Any unpaid invoices after 24 hours of submission, will result in forfeiture of deposits, and the reserved booth space or sponsorship will be released.

Failure to adhere to these payment terms may result in the cancellation of booth space or sponsorships. By submitting your application, you acknowledge and agree to these payment terms and conditions.

- **4. Exhibitor Cancellations/Changes:** This agreement is binding upon submission. Any cancellations or changes to an exhibitor's or sponsor's participation must be submitted in writing to expoady@ifma.org and received by IFMA no later than December 31, 2025.
 - Cancellations/Changes Before December 31, 2024: Refunds will be issued for cancellations or changes received in writing by this date.
 - Cancellations/Changes After December 31, 2024: All payments made to IFMA are non-refundable. Exhibitors and sponsors will remain liable for full payment of all invoiced fees. Booths secured after December 31, 2024, are not eligible for refunds under any circumstances.
 - **Failure to Pay After December 31, 2024**: Should an exhibitor or sponsor cancel after this date without payment of the invoiced amount, they will still be held responsible for the total contracted fees.

IFMA's Right to Terminate: IFMA reserves the right to cancel this agreement at any time if the exhibitor or sponsor:

- 1. Provides false or misleading information;
- 2. Omits material facts during the contracting process; or
- 3. Violates any terms and conditions of this agreement.

If any violations are discovered onsite during the event, IFMA reserves the right to require the exhibitor or sponsor to immediately dismantle their booth and vacate the premises. In such cases:

No refunds will be issued.

The exhibitor or sponsor remains responsible for any additional costs incurred.

By submitting an application, exhibitors and sponsors acknowledge and agree to these terms and conditions.

- 5. 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 2025 as credit for IFMA advertising placements through June 30, 2025.
- 6. Booth Construction: By submitting an application to exhibit, exhibitors agree to adhere to all booth construction rules and regulations as outlined below. Non-compliance will result in a \$500 fine, and the exhibitor will be responsible for all associated costs required to bring their booth into compliance on-site. The fine must be paid in full before the conclusion of the event, or the exhibitor will not be allowed to participate in future events.

Booth construction must comply with the International Association of Exhibitions and Events (IAEE) "Guidelines for Display Rules and Regulations (2023 North American Update) and the rules and regulations of the hotel or convention center hosting the event. Specific requirements are as follows:

Linear/In-line Booths:

- Display materials must not obstruct sight lines of neighboring exhibitors.
- Maximum height: 8 ft (allowed only in the rear half of the booth space).
- Height restriction: 4 ft (allowed only in the front half of the booth space).

Island Booths:

- Must allow access from all four aisles.
- Maximum height for all booth displays, structures, and hanging signs: 18 ft.

Additional Requirements:

- Booth Materials: All booth materials, displays, and equipment must remain within the booth space assigned in the exhibitor's contract. Materials may not extend into the show aisles or encroach on neighboring booths.
- Finished Surfaces: Background surfaces and side dividers must have finished, exposed surfaces. IFMA reserves the right to instruct the show's General Service Contractor to finish any unfinished surfaces at the exhibitor's expense.
- Prohibited Elements: Electronic flashers and neon signs are prohibited.
- Floor Covering: All booths must include carpeting or floor covering. If flooring is not provided, the show's General Service Contractor will automatically place carpet at the exhibitor's expense.

Non-Compliance: If an exhibitor fails to adhere to these rules:

- **1.** They will be fined \$500.
- 2. They will forfeit receiving the complimentary post-show attendee list.
- **3.** They must pay all costs incurred to bring their booth into compliance (e.g., height adjustments, removal of non-compliant items).
- **4.** Failure to comply or pay fines will result in suspension from future IFMA events.

Booth Diagram Submissions:

- Submitting a booth diagram is optional, but encouraged. Exhibitors may submit their booth diagrams <u>here</u> for review to ensure compliance.
- If your on-site booth does not match the approved layout and is out of compliance, the exhibitor will be fined and subject to additional fees to make the booth compliant.
- Exhibitors who choose not to submit a diagram fully accept responsibility for ensuring their booth is in compliance.
 Any violations will result in fines and additional fees.

Electrical Services: All electrical services within the booth space are arranged through the venue's designated electrical vendor. The vendor has sole discretion over the layout, routing, and installation of electrical lines, cables, and outlets to ensure compliance with safety regulations and venue policies. Exhibitors are not permitted to alter, move, or modify any electrical setups provided by the vendor.

This requirement applies to all exhibitors, even those who do not order electrical services for their booth, as the vendor may route electrical lines through their booth space to service neighboring booths. Any concerns or special requests must be directed to the electrical vendor.

- 7. Sponsorship/Marketing Items: The Exhibitor/Sponsor acknowledges and agrees to provide all required materials for the fulfillment of purchased sponsorship or marketing items by the deadlines specified by IFMA. Failure to meet these deadlines will result in the forfeiture of the associated sponsorship or marketing item without refund or credit. It is the responsibility of the Exhibitor/Sponsor to ensure timely submission of materials. Deadlines and specifications can be reviewed and materials submitted here.
- 8. 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 Renaissance Austin Hotel (9721 Arboretum Blvd, Austin, TX 78759) as additional insured on their Certificate of Insurance and provide IFMA with a copy by March 1, 2025.
- 9. Booth Staffing/Activities: Exhibiting companies receive 2 complimentary Exhibitor Staff registrations and 2 complimentary Full Event conference registrations per 10x10. Additional complimentary Full Events may be available based on participation and sponsorship level. Any additional non-complimentary 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 at least 18 years old and 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 shutdown 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.

- **10. 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.
- 11. Suitcasing Policy: This contract strictly prohibits suitcasing activities. Suitcasing refers to the practice of soliciting business in aisles, public spaces, or other locations within the exhibition venue, including another exhibitor's booth, without proper authorization or in violation of the Exhibition Policy.

Any individual—whether an attendee or exhibitor—found engaging in such behavior will be subject to immediate removal from the event. Violators may also face additional penalties, including, but not limited to, exclusion from future events, blacklisting from participation as an exhibitor or attendee, and other measures deemed appropriate by show management.

To maintain the integrity and professionalism of the event, exhibitors are encouraged to promptly report any instances of suitcasing to show management. All reports will be handled with strict confidentiality and investigated thoroughly.

- 12. 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.
- 13. 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.
- **14. 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 Facility Fusion without prior written approval of IFMA. Nor may Exhibitor host cocktail parties or similar functions without written approval.
- 15. 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.
- **16. 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.

- 17. 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 Hotel or Convention Center; or of any agreement between the Exhibitor and the Hotel or 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.
- 18. 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.
- 19. 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.
- **20. Default of Occupancy:** Exhibitors failing to occupy contracted space are not relieved of the 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.
- 21. 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 and 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 whosesoever, 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.
- **22. 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.
- 23. 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 from 10 ft 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, including 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.
- 24. Vehicle Displays: Any exhibitors displaying vehicles in their booth must comply with venue and local fire and safety regulations which vary 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 tanks to prevent escape of vapors.
- 25. 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.
- 26. Union Labor: Exhibitors must employ members of appropriate trade unions where required for all installation and dismantling work
- 27. Show Rules: Any matters not specifically addressed in these Terms & Conditions shall be subject solely to the discretion of IFMA.

- **28. 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.
- **29. 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.