



## 2022 Public Lands Alliance Trade Show Exhibitor Contract

This contract states the terms of agreement for the provision of exhibit space at the 2022 Public Lands Alliance Convention and Trade Show, hereafter referred to as "Trade Show." The Trade Show will be held at the Hyatt Regency St. Louis at The Arch, hereafter referred to as "Facility," from Sunday, March 6 - Wednesday, March 9, 2022. Setup for the trade show is on Monday, March 7 and the trade show is open Tuesday and Wednesday, March 8-9, 2022. Trade show tear-down is on Wednesday, March 9.

This agreement is between the companies and organizations that are purchasing exhibit space and/or exhibiting, hereafter referred to as "Exhibitor" and the Public Lands Alliance (PLA). If any Exhibitor changes management or is purchased by another company/organization, this Agreement becomes binding on such company/organization subject to PLA's approval.

Attendance is subject to the terms and conditions of this Trade Show Exhibitor Contract and as described in the *Exhibitor Information Packet* (posted at <https://www.publiclandsalliance.org/pla2022/exhibitors>). Exhibit space is confirmed once payment has been processed. PLA reserves the right to reject any registration application for space for any reason, make changes to Exhibitor's booth space, requests and/or Trade Show floor plan. Drayage will be provided through Paramount Convention Services, Inc, hereafter referred to as the "Decorator."

**1. Package.** Registration approval entitles Exhibitor, subject to the terms and conditions of this contract, to Exhibit Registration Package as stated in *Exhibitor Information Packet*. One exhibitor registration (main contact) is included with the purchase of booth package. Registration for additional exhibitors is \$250 per person (fee is waived if exhibitor is staying in the PLA group hotel room block and confirmation number is provided at time of registration). The maximum number of registrants per booth is three people in a 10' X 10' space and two people in an 8' X 10' space.

**2. Cancellations and Refunds.** Cancellations to all or part of your registration must be made in writing to the President and CEO at PLA no later than December 31, 2021. A \$500 cancellation fee will be charged. No refunds will be processed after this date. It shall be mutually agreed that, in the event that Trade Show is cancelled for any reason, then this Agreement will be automatically terminated, and PLA will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration of expenditures and commitments already made.

**3. Online Registration, Payment, Discounts, Changes and Exhibitor Registrations.** Registration must be submitted online at <https://www.publiclandsalliance.org/pla2022/exhibitors>. When registering online, you must complete the entire process within thirty minutes, or the registration process will end without saving your requested space or information. You must enter booth information, main contact/first exhibitor staff contact information, mandatory fields, and payment in order to secure booth. To purchase more than one booth that is not already joined on the floor plan, you will need to register online for booths separately (PLA will manually join booths before materials are printed). Unless otherwise requested, Exhibitor information will appear on PLA's Convention Website. Payment may be made by credit card or check. Check payments should be made payable to Public Lands Alliance and mailed to 1835 7<sup>th</sup> St. NW #242, Washington, DC 20001. Checks must be received by PLA within 10 business days of registering or PLA reserves the right to release exhibit space. All individuals that are attending or exhibiting at the show must be registered and badged. Discount codes and hotel confirmation numbers must be entered at time of online registration for applicable discounts to apply. To ensure exhibitor's information appears in all printed materials, changes to names and information must be made to exhibitor's online record by January 31, 2022.

**4. Consent to use and distribution of image/voice.** Registration and attendance at the Public Lands Alliance Convention and Trade Show constitutes an agreement by the Exhibitor (and all registered staffers of exhibiting company) to the use and distribution, both now and in the future, of the exhibitor's image and/or voice in photographs, videos and electronic reproductions of such events and activities by PLA.

**5. Limitations for Exhibit Spaces.** Display equipment, merchandise, furnishings, or audio may not extend or be heard from the booth. Failure to stay within these limitations may result in forfeiture of space.

- a) Booths will have an 8' back wall and 3' side rail pipe and drape. The display items may not rise above 8' in the back half of the booth and may not rise above 5' in the front half of the exhibit. See *Exhibitor Services Kit* for diagrams and more information.
- b) The display may not interfere with any other Exhibitor's display in any way. All displays are self-standing and do not rely on the booth structure for support.
- c) Displays cannot be top-heavy, unstable, or protruding in a manner that is objectionable or dangerous to attendees or other Exhibitors.
- d) Decorator does not allow any pinning or taping to the booth draping. Hooks will be provided upon request.
- e) All materials including those used for display purposes must be suitably fireproofed and conform to the requirements of the City, State, and Facility.
- f) No decorations, advertising, or signs shall be outside the booth.
- g) Displays with audio must include earphones for participants. Volume must be contained at reasonable levels and not be disruptive to other exhibits.
- h) The Exhibitor agrees to abide by any additional rules and regulations of the Facility and the Decorator.

**6. Identification Sign.** Each exhibit space will be provided with a sign denoting the company name and booth number. The company must be the name of record on file with PLA. Signs may be replaced with organization's signage if Exhibitor's Identification Sign is always visible in the exhibit space. Signage must remain within booth parameters as detailed in Item 5.

**7. Schedule.** The Exhibitor must adhere to the published Trade Show schedule. Changes to schedule will be posted on the convention website. It is the responsibility of the Exhibitor to check the convention website for updates and changes.

**8. Decorator, Carpeting, Electric, Internet, Drayage and Exhibit Services.** An *Exhibitor Services Kit* provided by the Decorator with services, rates and ordering information will be made available on the PLA website and emailed to the main contact of registered exhibiting organization in November 2021. Pipe and Drape is blue and white. Exhibit space at the Facility is carpeted. Containers shipped that do not meet the limitations stated in the *Exhibitor Services Kit* may require additional labor and costs. The Exhibitor agrees to use and pay the contracted providers for applicable exhibit services.

**9. Storage of Cartons, etc.** All cartons and other containers used to transport merchandise and displays to the Trade Show will be stored only in the area designated by the Decorator.

**10. Insurance.** PLA, the Decorator, and the Facility do not accept responsibility for the Exhibitor's property or staff. It is the sole responsibility of the Exhibitor to obtain business interruption, liability, and property damage insurance covering the Exhibitor's property and personnel. The Exhibitor also agrees to add Public Lands Alliance (1835 7th St. NW #242, Washington, DC 20001) as additional insured on its own commercial general liability insurance policies that shall include both bodily injury and property damage coverage with limits of not less than \$1 million per incident and in the aggregate. The Exhibitor must provide a Certificate of Insurance (COI) to PLA as written evidence of this additional insured coverage no later than February 25, 2022. Exhibitor(s) will not be allowed to participate in the Convention and Trade Show if COI has not been provided. If you do not have

existing coverage, you may purchase a COI for this event, from MDP. More information will be available by December 1, 2021, on the PLA website.

**11. Exhibitor Etiquette/ Ethics/ Rules and Directions.** Exhibitor shall comply with all the facility rules and regulations, whether stated in this contract, and all federal, state, and local laws. Exhibitors must comply with [PLA's COVID-19 Protocol](#) provided on their website. The Exhibitor is not to enter another Exhibitor's display without permission. Photography of another Exhibitor's display without permission is strictly prohibited. Exhibitors displaying audio or video products are to keep the volume at a minimum level in respect of other Exhibitors, attendees, and PLA. Violation of this may result in the forfeiture of space.

**12. Distribution of Food or Beverages.** Exhibitor may not distribute any food or beverages from its booth or elsewhere on the Facility property unless approved by hotel and PLA. In such cases, food or beverage must be individually and safely packaged. Exhibitors must request and send samples to PLA for approval by before January 31, 2022. Failure to receive approval and stay within these limitations may result in possible forfeiture of space. Contact [tradeshow@publiclandsalliance.org](mailto:tradeshow@publiclandsalliance.org) for more information.

**13. Animals.** Animals are not allowed in the Convention and Trade Show premises. Exceptions are made for service animals with proof of updated vaccination record. Please alert PLA that exhibitor is bringing a service animal when registering online, as this should be noted in individual's registration record.

**14. Motorized Vehicles.** No motorized vehicles are allowed in the Convention and Trade Show premises (such as Segways, electric scooters, etc.). Exceptions are made for individuals with disabilities. This should be noted in individual's registration record.

**15. Prohibited Materials.** The Exhibitor shall not bring or permit any weapons, flammable, explosive or volatile material or material under high pressure, including gasoline, kerosene, acetylene, propane or other fuels or combustibles into the Facility.

**16. Solicitation.** Solicitation or advertising not approved by PLA, by an Exhibitor or any representative of an Exhibitor's organization on the Facility premises outside the Exhibitor's booth space is prohibited. Any solicitation from attendees or non-exhibitors will not be tolerated and should be reported to PLA.

**17. Personal Conduct.** Conduct by anyone that is illegal, violent, dangerous, irresponsible or puts innocent victims at risk, or that is otherwise harmful or offensive, damages the reputation of others, or undercuts public respect and support for PLA, will not be tolerated. In the event of such conduct, PLA or Facility may request removal in their sole discretion. No refunds will be given in the event of such removal.

**18. Liability Limited.** The Exhibitor understands and agrees that employees or agents of the city and state where the Trade Show is being held, the Facility, possibly private security and/or public law enforcement personnel, and PLA will all have access to the Facility and exhibit space for various purposes. Notwithstanding their presence, PLA assumes no responsibility for any acts or omissions of any other persons or entities not an employee or agent of PLA. PLA also is not responsible for any damage or injury resulting from fire, the elements, mob riot, war or civil commotion, or civil authority, or labor difficulties, negligence, lockouts or strikes against the Facility, or other such causes for which it is not responsible.

**19. Children at Convention and Trade Show Hall.** In addition to being registered and badged, all children under the age of 18 must always be accompanied by an adult. Failure to comply will result in PLA's right to remove the individual under the age of 18 including the accompanying adult.

**20. Return of Exhibit Space.** The Exhibitor will vacate the exhibit space as agreed to on Wednesday, March 9, 2022, and return the exhibit space to the Facility in the same condition as when first occupied, normal wear and

tear accepted. The Exhibitor shall reimburse PLA for any stains, etchings, acid or other burns, adhesive residue or other damage or debris caused or left by the Exhibitor or its representatives.

**21. Removal of Exhibitor's Property.** PLA reserves the right to remove the Exhibitor's property or appoint the Facility or another person to do so from the Facility at the Exhibitor's sole expense and risk, if PLA's license to use the Facility is revoked for any reason, or if such property is not removed by the Exhibitor within reasonable time after PLA's request to do so.

**23. Data.** Trade Show Registration provides agreement of exhibiting organization's information to be included in PLA's database, materials, and website. Exhibitor staff's individual contact information will be included, as directed in the individual's online registration record. Attendee information is available to Exhibitors for networking purposes. Attendee information may not be used for solicitation, marketing, or recruitment purposes without individual's permission. Contents of this proprietary contact information may not be given, sold, published, copied, or incorporated into any other lists, directory, or database.

**23. Default.** Exhibitor shall be in default under this contract for any failure to comply with any of the terms and conditions hereof. Any default will automatically result, at the sole discretion of PLA, in revocation of permission to use the exhibit space or otherwise participate in this or future PLA Trade Shows. PLA shall have the right to remove the Exhibitor's property from the Facility and to store such property at the Exhibitor's sole risk and expense if the Exhibitor's property is not immediately removed upon revocation of permission to use the booth/tabletop space. Any waiver by PLA of its rights upon default of the Exhibitor will not act as a waiver of such rights in the event of any other default. The Exhibitor shall have no right to any refund in the event its right to occupy the exhibit space is terminated pursuant to default and shall continue to be bound by this Agreement in the event of such termination, including, but not limited to, the reimbursement of PLA for damages. The Exhibitor will be allowed reasonable time to vacate, not to exceed two hours.

**24. Indemnification.** Exhibitor shall indemnify, defend, and hold harmless PLA and the Facility from any and all claims, losses, liabilities, or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by an installation, removal, maintenance, occupancy or use of the Facility or any part thereof, by Exhibitor, or its employees, agents, or representatives. The Exhibitor shall comply with all federal copyright laws, including music licensing for all materials displayed in, advertised by, or sold from the exhibit space. Exhibitor shall indemnify, defend, and hold harmless PLA and the Facility from and against any and all claims, losses, liabilities or damages resulting from the Exhibitor's failure to comply.

**25. Severability.** The enforceability, validity, or legality of any provision of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal. By registering for the 2022 Public Lands Alliance Trade Show, the Exhibitor agrees to be bound and abide by all the terms and conditions herein.

**26. Disputes and Resolution.** The decision or opinion of PLA in the interpretation of this contract shall be final and binding on the Exhibitor. Parties are prohibited from initiating legal action against the other for the purpose of enforcement of this contract; except resolution steps as follows: 1) Both parties shall employ their best effort to resolve amicably any dispute including direct communications by their senior representatives. 2) If the dispute cannot be so resolved, non-binding mediation shall be employed. 3) If all other efforts fail, both parties agree to submit to binding arbitration with the costs equally split by both parties in accordance with the rules of the American Arbitration Association—with Arbitration to be held in Maryland. The laws of Maryland other than choice of law rules shall apply.