

**SOCIETY FOR CORPORATE GOVERNANCE
EXHIBITOR SPACE
RULES AND REGULATIONS**

1. **CONTRACT FOR SPACE:** Applicants for exhibit space should forward to the Society for Corporate Governance (the Society) the Space Application and Contract, which must be accompanied or promptly followed by the exhibit rental fee. The application for space with full payment of rental charges and acceptance by the Society constitute a contract for the right to use this space.
2. **DATES AND HOURS:** Exhibits will be open as follows:

Wednesday, June 20, 2018	6:00 pm – 7:45 pm
Thursday, June 21, 2018	7:30 am – 12:45 pm
	2:45 pm – 5:30 pm
Friday, June 22, 2018	7:30 am – 4:00 pm

INSTALLATION AND DISMANTLING: Installation may begin on Wednesday, June 20 at approximately 12:00 pm Dismantling and move-out will take place on Friday, June 22 between 4:00 – 7:00 p.m. Set-up and dismantle times will be strictly enforced so that there will be no interference with other conference events.

3. **USE OF SPACE:** All demonstrations, or other activities, must be confined to the limits of the exhibit booth or assigned space. Exhibitor shall not assign, share or sublet any space allotted without the written consent of the Society. No exhibitor is permitted to display products or services other than those manufactured or sold by the firm in the regular course of its business. The exhibitor shall not display or place any product, sign, partition, apparatus, shelving, or other construction which extends more than eight (8) feet above the floor or more than three (3) feet in depth from the back wall. No interference with the light or view of other exhibitors will be permitted.

Restriction on Selling: Over-the-counter sales or sales of any kind are prohibited.

4. **IRREGULAR CANVASSING: ACTIVITIES BEYOND EXHIBITOR'S SPACE:** Distribution of circulars or promotion material may be made only within the booth or space assigned to the exhibitor presenting such material. Non-exhibiting firms will not be permitted to display products or services or to canvas, solicit, or distribute samples or literature or other promotional devices of any kind in the exhibit area.
5. **FIRE PROTECTION:** Flammable or other dangerous fluids, substances, materials, equipment, or other items, the use of which is in violation of city laws or regulations or which are prohibited by the Renaissance Washington, DC Downtown may not be used in any booth. Exhibitors must use flame resistant decorative materials.
6. **SOUND DEVICES:** No sound-making equipment of any kind may be set up or used in exhibit booths without the prior approval of the Society.
7. **RESTRICTIONS IN OPERATION OF EXHIBITS:** The Society reserves the right to restrict or terminate exhibits which, because of noise, method of operation, materials, or any other reason, become objectionable, and also to prohibit or evict any exhibit which in the opinion of the Society or the Renaissance Washington, DC Downtown management may detract from the general character of the conference or the exhibit as a whole. This includes persons, things, conduct, printed matter, or anything of a character which the Society management, in its sole judgment, determines is objectionable to the overall exhibit. In the event of such prohibition or eviction, the Society will not be liable for damages or for any refunds or rentals or other expense, and shall not be required to relet the space.
8. **CARE OF BUILDING AND EQUIPMENT:** Exhibitors, or their agents, shall not injure or deface the walls or floors of the buildings, the booths or the equipment of the booths. Should such damage occur, the exhibitor will be liable to the owner of the property so damaged.

9. **FAILURE TO PAY RENTAL FEE:** If an exhibitor fails to make payments due hereunder when they are due, such exhibitor's right to exhibit may be canceled by the Society without further notice. The Society shall be entitled to close an exhibit at any time for failure by an exhibitor or any of its officers, agents, employees, or other representatives to perform, meet or observe any term or condition set forth herein, and such exhibitor shall not be entitled to a refund of any part of any fee.
10. **CANCELLATIONS:**
Exhibitor: If an exhibitor who has already returned a signed contract to the Society of Corporate Secretaries cancels their agreement to participate as an exhibitor the Society will retain 50% of such fee if notification is not received on or before May 25, 2018. After May 25, 2018, there will be no refunds.

Other: If, because of war, fire, strike, government regulations, public catastrophe, act of God or the public enemy or other cause, the Conference or any part thereof is prevented from being held, or is canceled by the Society, the Society shall determine and refund to the applicant a proportionate share of the exhibit fees received which remains after deducting expenses incurred by the Society, but in no case shall the amount of refund or other payment to the applicant exceed the amount of the exhibit fee paid.
11. **LIABILITY AND INSURANCE:** Neither the Society nor its directors, officers, members, affiliates, guests, agents, employees or representatives will be responsible for the safety of the property of the exhibitors nor for its theft, damage, loss or destruction by fire, accident, or other causes, nor for injury to exhibitor or its employees, representatives, agents, licensees or invitees. Exhibitors are advised to consult their insurance broker for proper coverage on display material from the time it leaves their company's premises until its return. In most cases, a rider can be added to a current policy for a very nominal cost. Neither the Society nor the Renaissance Washington, DC Downtown nor any of their respective directors, officers, members, affiliates, guests, agents, employees or representatives shall be accountable or liable for, and the same are hereby released from accountability or liability for, any damage, loss, harm or injury to the exhibition or its agents, employees, licensees, invitees or other representatives, resulting from theft, fire, employees or other cause, and neither the Society nor the Renaissance Washington, DC Downtown shall be required to obtain insurance against any such damage, loss, harm, or injury.
12. **INDEMNIFICATION:** The applicant hereby agrees to and does indemnify, defend, hold harmless and protect the Society and its directors, officers, members, affiliates, guests, employees, representatives and agents harmless from and against any and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expenses of whatever kind or nature which may result from or arise out of any action or failure to act of the applicant or any of its officers, agents, employees, or other representatives, including but not limited to claims of damage or loss to property, or from or out of any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees, licensees, invitees or other representatives.
13. **SELECTION OF EXHIBITORS:** Only firms and organizations whose services or products are appropriately related to the purposes of the Society shall be permitted to exhibit. The Society reserves the right to exclude or to require modification of any exhibit which in its sole judgment it considers inappropriate, this reservation being all-inclusive as to persons, things, printed matter, products, and conduct.

These regulations are a part of the contract between the exhibitor and the Society for Corporate Governance. They have been formulated for the best interest of all concerned. The Society respectfully asks the full cooperation of the exhibitors in their observance. All points not covered herein are subject to the decision of the Society.

(as of March 22, 2018)