

EXHIBITOR CONTRACT TERMS AND CONDITIONS

1. **PURPOSE** The main purpose of the Body Sensor Networks Conference (BSNC) is educational and the exhibits together with the technical sessions are vital elements of this process. Management and the Exhibitor agree that the purpose of the exhibition is educational, and will conduct them accordingly. The exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others. Plans for specially-built displays not in accordance with regulations should be submitted to BSNC Management before construction is ordered for consideration and approval.
 - a. **Licensed Space Exhibitor** is licensed to use exhibit space which includes the following exhibit equipment: one 6ft table, two chairs & power outlet. Management accepts no liability for losses or damages of any kind sustained through the exhibition, except for losses or damages caused by the sole negligence or willful misconduct of BSNC Management. The parties to this contract agree that this agreement is a license to use exhibit space and not a lease or sublease of real property.
 - b. **Cross-aisle Booths** (minimum of 200 square feet/maximum 400 square feet) a series of standard linear booths facing a similar series of standard linear booths across the aisle. Hanging signs are not permitted and nothing may be placed in or above the connecting aisle
 - c. **Linear Booths** (10' x 10', 10' x 20', 10' x 30') Smaller linear booths with a common back-wall touching an aisle may have a full back-wall (standard height is 8', maximum is 16') and the sidewalls must drop to 48", 5' from the aisle. Every Exhibitor shall be allowed a back wall of at least 10' wide. Suite usage in linear booths must have approval of Management.]
 - d. **Island Exhibits** Must have four open sides. Booth structure may not exceed 16'. Hanging signs are allowed but must be within the booth footprint with the top of the sign not exceeding 25'.
 - e. **Split-island Exhibits** are open on three aisles. The common back-wall for this type of exhibit may be a full back-wall from aisle-to-aisle; however, the back-wall may not exceed 10'. Booth structure may not exceed 16'. Hanging signs are allowed but must be within the booth footprint with the top of the sign not exceeding 25'. Hanging signs must be within the booth footprint and must be positioned so that the sign copy may not be visible from the neighboring split-island booth.
 - f. **Hanging Signs Exhibitors** may hang signs over the island and split-island exhibits. Hanging signs may not exceed 25' in height and may not be attached to any part of the exhibit material
2. **EXHIBITION OPERATING RULES AND REGULATIONS** Exhibitor agrees to be bound by the rules and regulations established herein by reference; provided however, that in the event of a conflict between any other document related to the BSNC and this agreement, this agreement shall prevail. This document details the conditions under which Exhibitors agree to participate and will be strictly enforced by Management.
3. **FIRE, SAFETY AND HEALTH** The Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. Exhibitors must construct booths in such a manner that will reasonably accommodate expected attendees within the confines of their licensed exhibit space No unaccompanied or unsupervised minors; under the statutory age of legal consent shall be allowed in the exhibit hall at any time.
4. **UNION LABOR** Exhibitor must comply with all union regulations applicable to installing, dismantling and display of the exhibits.
5. **INSTALLATION AND DISMANTLING OF EXHIBITS** Exhibits must be completely installed and finished prior to the scheduled exhibition opening date and time and must remain in place until the show closes.
6. **FILM, SOUND, DEVICES AND LIGHTING** Photography or video recording of any kind are prohibited on the BSNC exhibit floor. The BSNC photographer and/or videographer is exempt. The use of Video, sound, or lighting devices within the exhibitors licensed space require advanced written approval from BSNC management. BSNC reserves the right to prohibit or restrict the use of any equipment that disturbs the peace or disrupts the purpose of the exhibit event. Where approved the exhibitor must (1) comply with requirements of union labor outlined in section 6 above; (2) Audio must be tuned to conversational level (75dB max) and not create excessive noise; (3) Glaring lights, objectionable lighting effects are prohibited.
7. **SUBLICENSING OF SPACE** The Exhibitor shall not assign, sublicense or permit the whole or any part of the exhibit space licensed to Exhibitor or have representatives, equipment or materials from any other firms than their own in the exhibit space without the written consent of Management. Only one company shall be considered as the Exhibitor, and no other company is licensed to use the space unless said company or unit is a subsidiary, parent, or affiliate of the Exhibitor.
8. **OFFICIAL CONTRACTORS** The official contractor has been designated to perform services for an Exhibitor such as the rental of furniture, erection of exhibits, electrical work, plumbing, labor, cleaning and other service. No Exhibitor or representative shall contract for such services with other than the said official contractor without the express written consent of Management, which, for reasons of security, in its sole discretion can deny such permission. In the event Exhibitor hires subcontractors to perform services for the event, Exhibitor shall: (a) remain fully responsible and liable for the subcontracted obligations and duties to the same extent as if Exhibitor had fulfilled the obligations and duties itself; (b) bear all responsibility for paying such subcontractors and not charge BSNC, EMBS, IEEE, or any subsidiary, parent, or affiliate for the services performed by such subcontractors; and (c) indemnify BSNC, EMBS, IEEE, or any subsidiary, parent, or affiliate against any third party damages arising from the gross negligence or willful misconduct of such subcontractors.
9. **EXHIBITOR PERSONNEL AND OTHER CONSIDERATIONS** BSNC reserves the right to prohibit, remove, or exclude any exhibitor, exhibit, or part of an exhibit that in the judgment of BSNC management may detract from the exhibition as a whole. This includes but is not limited to:
 - a. Distribution of advertising matter and souvenirs outside of the exhibits licensed space.
 - b. Use of Live animals is prohibited, including fish or other tank-confined displays. Service Animals are exempt
 - c. Inappropriate methods of attracting attention, included but not limited to yelling, are prohibited.
 - d. Booth activities, costumes, or presentations which are socially offensive, racist, sexist, or intend to exclude any attendee, exhibitor, or participant are prohibited.
 - e. Tampering with another exhibitor's booth or equipment is prohibited. The offender will be immediately removed from the exhibit floor (at the expense of the exhibitor) and will be restricted from future participation.
 - f. .
 - g. Failure of an exhibitor to meet the Professional Dress Code is grounds for immediate removal of the offending person from the exhibit hall. Models, demonstrators, hosts/ hostesses, and other employees and personnel in the exhibit hall must be attired in business formal or business casual attire. The use of costumes is limited to theater presentations only.
 - h. Exhibits must be staffed at all times during the show hours.
 - i. Exhibitors should act courteously and welcoming to all attendees.
 - j. All display material, signs, etc. must be professionally produced.
 - k. Promotion, advertising, or otherwise displaying information or invitations to seminars, meetings, or events that may be considered by Management to be conflicting with or contradictory to the exhibition as a whole are prohibited.
 - l. Exhibitors agree to obtain Management approval for advertisements and promotions in the vicinity of the convention center as defined in Section (12) of this document. Vehicles, vans, trailers, or any other vehicles used for advertisement and display may not be parked on the exhibit property or any property contiguous to or abutting on the exhibit property.
 - m. Canvassing in exhibit halls or distribution of advertising matter or souvenirs by representatives of non-exhibiting firms is prohibited.
10. **LIABILITY AND INSURANCE** The Exhibitor assumes entire responsibility for and hereby agrees to protect, indemnify, defend and hold harmless, BSNC management, EMBS, IEEE, or any subsidiary, parent, or affiliate, or Mission Bay Conference Center and its employees and agents, against all third party claims, losses and damages to persons or property, governmental charges or fines, and attorney's fees finally awarded by a court of competent jurisdiction arising out of or caused by Exhibitor gross negligence or willful misconduct, excluding any such liability caused by the sole negligence of the, Mission Bay Conference Center, its employees and agents. In addition, Exhibitor acknowledges that BSNC management, EMBS, IEEE, or any subsidiary, parent, or affiliate, and the [insert name of convention center/hotel], do not maintain insurance covering exhibit property and that it is the responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses sustained through exhibition.
11. **INSURANCE REQUIREMENTS.** All exhibitors participating in the BSNC are required to obtain a general public liability insurance in the amount of one million dollars \$1,000,000 USD per occurrence. BSNC, EMBS, IEEE, or any subsidiary, parent, or affiliate and the Mission Bay Conference Center shall be

EXHIBITOR CONTRACT TERMS AND CONDITIONS

named as additional insured on the general liability policy. Such insurance maintained by the exhibitor must be issued by an insurance company with an A.M. Best Guide rating of A or higher and shall include coverage of the indemnification obligations of the exhibitor under these rules and regulations. Each exhibitor is also required to carry workers compensation protecting employees in accordance with the laws of the state in which the exhibition is being held. Nothing in this paragraph shall limit the amount of liability an exhibitor may be responsible for.

12. **CONVENTION CENTER AND HOTEL PUBLIC SPACE** Management maintains control of all space in the convention center and official BSNC hotels (defined as those hotels with which BSNC has a room contract and is listed as a "participating hotel".) Exhibitor must have written permission from BSNC for use of any meeting rooms, hospitality suites and/or function space.
13. **UNOCCUPIED SPACE** Management reserves the right, should any Exhibitor's licensed space remain unoccupied on the opening day, or should any space be forfeited due to the failure to make proper payment, to license any space to any other Exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in its invoice for the licensed space under the terms of this contract.
14. **INABILITY TO PERFORM** If BSNC should be prevented from holding the exhibition by any cause beyond its control (such as fires, strikes, Acts of God, etc.) or if it cannot permit the Exhibitor to occupy his space due to circumstances beyond its control, BSNC will refund to the Exhibitor the amount of the license fee paid by them, and BSNC shall have no further obligation or liability to the Exhibitor.
15. **OBSERVANCE OF LAWS** Exhibitor shall abide by and observe all laws, regulations and ordinances of any applicable government authority and all rules of the Mission Bay Conference Center. Exhibitor is required by the applicable state laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on them.
16. **ASSIGNMENT OF EXHIBIT SPACE** Management shall assign the exhibit space to the Exhibitor for the period of the exhibition (provided the exhibit building is made available to Management) in priority order based on the BSNC priority rules and/or receipt of contract. Such assignment is made for the period of this exhibition only and does not imply that the same or similar space be held or offered for future exhibits. Every effort will be made to respect the Exhibitor's space choices whenever possible, but Management's decision will be final. Management reserves the right to transfer assignments when such action is deemed to be in the best interest of the total Exhibition. Management reserves the right to withdraw its acceptance of this application/contract if it determines in its sole discretion that the Exhibitor is not eligible to participate or the Exhibitor's product or service is not eligible to be displayed in this exhibit, provided, however, that Management will refund to the exhibitor any fees paid by Exhibitor.
17. **AMENDMENTS** The regulations have been formulated for the best interest of the Exhibitors as well as this exhibition and BSNC. All matters and questions not covered herein are subject to the decisions of BSNC Management. This contract may be amended at any time by Management upon prior written notice and all amendments that may be so made shall be equally binding on all parties affected by them as by the original regulations. BSNC Management has sole right to determine the eligibility of any company or product for inclusion in the exhibition.
18. **ATTENDEE LIST AGREEMENT** Subsequent to the BSNC, following the written request of the exhibitor, BSNC Management shall send to the Exhibitor a list of names and addresses of the registrants. The Exhibitor explicitly agrees that it will use the list only for post-conference follow-up with customers or potential customers in connection with the Exhibitor's own business, and will not give a copy to any other person or entity or permit any such person to use the list for any purpose whatsoever. In the event of any violation of this agreement by the exhibitor, and in addition to all other remedies, Management may deny the exhibitor any participation in future BSNC and/or EMBS events.
19. **PUBLICITY** Management may use Exhibitor's name and any non-confidential materials provided by Exhibitor on Management's website, and for internal and trade purposes, but only for the purposes of promoting this exhibition.
20. **DEPOSIT AND CANCELLATION POLICY** A deposit of \$1,250.00 is due on the earlier of June or on the date referenced on conference publications or forms; whichever is sooner. Full payment is due by 6/14/2016 or on the date noted on referenced on conference publications or forms; whichever is sooner. Contracts received after the published deadline will be responsible for 100% of the amount due. In the event Exhibitor pays a licensing deposit but fails to pay the full balance of the licensing fee due by the published due date, Management has the option of either: (1) cancelling this contract, in which case Exhibitor is obligated to pay the

remainder of the licensing fee; or (2) leaving this contract in effect, in which case Exhibitor will be liable for the remainder of the licensing fee. Exhibitors with contracted space as of 6/6/2016 are liable for 100% of the license fee for the contracted space. Exhibitor shall be liable for the total licensing fee unless Exhibitor notifies Management in writing of its intent to cancel, in which case Exhibitor's obligation to pay shall be as set forth below. Any amount payable to BSNC, pursuant to this contract and not paid by the dates in the schedule below shall bear interest at the rate of 1.5% per month, or the maximum legal rate, whichever is less. In the event Exhibitor reduces space, Exhibitor shall be obligated to pay the licensing fee for the amount of space reduced as set forth in the cancellation schedule below. However, Exhibitor shall not be permitted to reduce space unless Exhibitor has paid all amounts owed to BSNC, including the deposit as required by this contract. Exhibitor agrees that the forfeitures provided for in this contract shall be considered to be liquidated damages for the late cancellation or reduction of space and the problems and losses caused to BSNC, associated with late cancellation or reduction of space.

21. **CANCELLATION/REDUCTION OF SPACE FORFEITURE SCHEDULE**

[1/1/2016 to {end date of period}]	No Penalty on cancellation or reduction of licensed space.
After 5/16/2016	50% of the total license fee for cancellation or reduction in exhibit space.
After 6/6/2016	100% of the total license fee for cancellation or reduction in exhibit space. No refund or credit at any time.

The BSNC office must be notified in writing by the Exhibitor of any cancellation or reduction in space. In the case of a merger and/or acquisition all payments received will be transferred to the parent company. Cancellation of space as a result of a merger or acquisition will be charged a penalty based on the above cancellation forfeiture schedule. The Exhibitor assumes entire responsibility and hereby agrees to indemnify BSNC, EMBS, IEEE, or any subsidiary, parent, or affiliate, EMBS, IEEE, or any subsidiary, parent, or affiliate for the loss of any sales, present or future, which may result from cancellation or reduction of space. Hotel rooms and suites at the BSNC participating hotels shall be cancelled immediately upon notification of cancellation of exhibit space at the BSNC. The participating hotels have contractually agreed to, and are bound by, this provision. There are no exceptions to this cancellation rule.

22. **MISCELLANEOUS** This contract shall be subject to interpretation by New York law and the venue for all legal proceedings involving or arising for this contract shall be in the State of New York. No waiver of any term or condition of this contract by either party shall be deemed to imply or constitute a further waiver of the same term or condition or any other term or condition of this contract. Note: It is the Exhibitor's responsibility to understand the guidelines governing Exhibitor participation as set forth in this contract. Please refer to these when necessary or call the BSNC management office for further information.

Exhibitor Representative

Company: _____

Signature: _____

Date: _____

(Print Name): _____