1. PURPOSE OF EXHIBIT

NCCE 2018 is an educational event, and the Exhibitor staged in conjunction with the Event shall be on a space rental basis and shall be for the purpose of selling educational and informational materials to the attendees of the Event.

2. ASSIGNMENT OF EXHIBIT SPACE

Exhibit space will be assigned in the order reservations are received. Exhibit Management shall use its best efforts to locate the booth in one of the locations designated by Exhibitor elsewhere in this agreement. Notwithstanding the above, Exhibit Management reserves the right to change location assignments when such action seems to be in the best interest of the Exhibitor. Instances involving relocation of a booth due to unforeseen circumstances, force majeure, or acts of God or war will be governed by the provision “Cancellation, Postponement, or Relocation of Exhibition” below.

3. RENTAL OF SPACE AND ITS USE

Rental includes the following exhibit equipment: (a) Backwall, (b) Island display, (c) a sign featuring the Exhibitor’s company name, (d) Twenty-four hours a day, seven days a week security personnel, (e) Twenty-four hour general security and general cleaning are provided.

4. SUBLETTING OF SPACE

The Exhibitor shall not assign, sublet, or assign the whole or any part of the space assigned or have representatives, equipment, or materials from firms other than the Exhibitor in the Exhibit Space without written consent of Exhibit Management. Only one company shall be considered as the Exhibitor; any other company or any entity in the Exhibit Space shall be considered a subsidiary or affiliate.

5. INSTALLATION AND DAMNICATION

The Exhibitor expressly agrees that in the event it fails to install its products in accordance with this agreement, the Exhibitor shall pay for required space rental or payment for advertising at time specified. Exhibit Management shall have the right to take possession of said space and lease it to any other firm or firm that it may deem proper in addition, the Exhibitor shall not dismantle or otherwise interfere with the orderly conduct and display of the Exhibit.

6. FIRE AND SAFETY REGULATIONS

Exhibitor shall not pack merchandise in paper, straw, excelsior, or any other inflammable material. All containers stored in the Exhibit Building shall be emptied of contents. Exhibitor shall use no inflammable decoration or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof. If required by local law or ordinances, Exhibitor shall have on hand in the Exhibit Space a notarized affidavit establishing that its display materials have been treated during the last year by an approved chemical.

7. UNION LABOR

If required by local ordinances, Exhibitor must comply with all union requirements applicable to installation, dismantling, and display of the Exhibit.

8. EXHIBITOR CONDUCT

Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of Exhibit Management is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Exhibit Management, in its sole and absolute discretion, may withhold its consent at any time, in which event Exhibitor shall terminate such activity immediately. All promotional plans must be submitted to Exhibit Management for approval. Digital display, kiosks, brochures, or any advertising matter must be confined to the Exhibit Space. Exhibitors are prohibited from bringing alcoholic beverages into Washington State Convention Center. NCCE, the owners or managers of Washington State Convention Center, nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism, or other causes, and the actions of their agents, employees, and independent contractors, whether acting within or without the scope of their authority. NCCE and Exhibit Management hereby give all such rights, authorizations, and consents to third persons, agents, officers, or employees. The Exhibitor assume full responsibility and liability for the actions of their agents, employees, and independent contractors, whether acting within or without the scope of their authority.

9. FILM, SOUND DEVICES, AND LIGHTING

Prohibitions on film, sound devices, or lighting used by Exhibitors or, sound devices used by the Exhibitor agrees to comply with union requirements for the operation of the equipment. Equipment is only permitted if fused to the electrical supply line and all electrical work is performed by contractors. Exhibitors shall not conduct demonstrations of exhibiting equipment that emits excessive noise or shall be run intermittedly for specific demonstrations only. Exhibit Management reserves the right to restrict the use of glazing lights or objectionable lighting effects.

10. CONTRACTOR SERVICES AND INFORMATION

If a contractor has been designated to perform services for an Exhibitor — such as the rental of furniture, setup of exhibits, electrical work, plumbing labor, or any other service — no Exhibitor or its employees or agents shall contract with any others. The Exhibitor shall confer with the said Contractor unless permission has been granted in writing in advance from Exhibit Management. Exhibit Management assumes no responsibility for deductible of the services performed or materials delivered by the contractors.

11. STORAGE

Exhibitor will not be permitted to store packing crates and boxes in the booth or Washington State Convention Center during the exhibition. The Exhibitor is responsible to withdraw said packing crates and boxes at the expiration of the time set by Service Contractors. It is the Exhibitor’s responsibility to make arrangements to withdraw said packing crates and boxes.

12. PHOTOGRAPHS

No photographs shall be taken prior to the prior consent of Exhibit Management and/or the Exhibitors involved.

13. LIABILITY AND INSURANCE

All property of the Exhibitors remains, under its care, custody, and control in transit to and from Washington State Convention Center, during installation and removal, and while it is within the confines of Washington State Convention Center. Neither Exhibit Management, nor any of its officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism, or other causes. The Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage or loss of any property of the Exhibitor except when the damage or loss is due to the gross negligence or willful misconduct of Exhibit Management, NCCE, the owners or management of the Exhibit-Hall or agents or employees, arising out of Exhibit Management, the owners or managers of Washington State Convention Center, or NCCE’s duties and responsibilities under this agreement. Exhibit Management understands that not all insurance carriers, including Washington State Convention Center, nor NCCE carry business interruption and/or property damage insurance coverage for loss or damage of Exhibitor’s property. The Exhibitor acknowledges to obtain the following insurance during the dates of the Exhibition, including move in and move out days, and shall be prepared to furnish a certificate of insurance to Exhibit Management if requested. (a) Comprehensive general liability insurance coverage including contractual and contractual liability for bodily injury and property damage. (b) Employers’ liability insurance. (c) Worker’s Compensation. (d) Endorsements. (e) Comprehensive General Liability Insurance.

14. HOLD HARMLESS AND INDEMNIFICATION

The Exhibitor hereby agrees not to institute or continue any legal action or cause of action against the Exhibitor, and any indemnity obligations under this agreement shall be the subject of arbitration and arbitration. The Exhibitor shall not be required to pay any costs, interest, and attorney’s fees which the Indemnities may incur. Suffer be part of or to be required to pay to the Extent of or arising directly or indirectly from any intentional or negligent act or omission or breach of these Rules and Regulations, or violation of any ordinance or statute by Exhibitor or any of its employees or agents. The Exhibitor assumes for full responsibility and liability for the actions of its agents, employees, and independent contractors, whether acting within or without the scope of their authority. NCCE and Exhibit Management hereby give all such rights, authorizations, and consents to third persons, agents, officers, or employees. The Exhibitor assume full responsibility and liability for any acts or omission of their agents, employees, or independent contractors whether acting within or without the scope of their authority.

15. CANCELLATION, POSTPONEMENT, OR RELLOCATION OF EXHIBITION

In the event that any unforeseen occurrence, force majeure, or acts of God or war shall render the fulfillment of this agreement impossible beyond reasonable control, neither Exhibitor nor Exhibit Management will be liable for any damages, compensation, or indemnification, or terminate the agreement at Exhibit Management’s option. In such circumstances, Exhibit Management’s sole responsibility to Exhibitor shall be to return all rental fees paid by Exhibitor. No rentals will be returned to Exhibitor or its employees or agents. Exhibitor is responsible to give notice of this event in writing.

16. EXHIBITOR CANCELLATION

Exhibitor cancellation of any portion of the space rented by the Exhibitor will be accepted only at the discretion of Exhibit Management and then only based upon the following refunds: On or before September 30, 2017: 30% refund of deposit on canceled booth space. After September 30, 2017 but before or on January 15, 2018: 20% refund of deposit on canceled booth space. After January 15, 2018: No refund. Exhibitor cancellation of any portion of the space rented by the Exhibitor shall cause default and forfeiture of all rental fees paid by Exhibitor. No rentals will be returned to Exhibitor or its employees or agents. Exhibitor is responsible to give notice of this event in writing.

17. AGREEMENT OF RULES AND REGULATIONS

Exhibitor agrees to observe and abide by the foregoing Rules and Regulations and agrees which are in the best interest of the Conference and the Operation of the Exhibit, including but not limited to, those contained in the Convention and the Agreement of Exhibitor Management's right to exclude any Exhibitor, violation of the agreement. Exhibit Management in its sole judgment may refuse to consider participation in the exhibit Exhibitor who violates or fails to abide by these Rules and Regulations. There is no other agreement or warranty between the Exhibitor and Exhibit Management except as specifically stated in the agenda and written and signed by an authorized representative of the respective parties.