



2021 AUSA Annual Meeting & Exposition

Exhibitor Terms of Agreement

SHOW MANAGEMENT

The exhibition is organized and managed by AUSA. Any matters not covered in these Rules and Regulations are subject to the interpretation of the AUSA, and all exhibitors must abide by their decisions. Exhibitors must comply with the event venue protocols & procedures. The SHOW MANAGEMENT shall have full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of exhibitors. Each exhibitor, for himself and his employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with preceding sentence.

ASSIGNMENT OF BOOTH SPACE

Booths are assigned based on the company's Order of Merit Listing. Applications without an authorized signature and 10% deposit will not be processed. All exhibitors applying for exhibit space must be an active National Partner of AUSA. Exceptions will be made by on a case-by-case basis at the discretion of the AUSA Meetings Department.

INSTALLATION AND DISMANTLE OF EXHIBITS

SHOW MANAGEMENT reserves the right to fix the time for the installation of a booth prior to the show opening and for its removal after the conclusion of the show. Under no circumstances will the addition to or removal of any portion of an exhibit be permitted during show hours. All booths must remain intact until the close of the show. Installation must occur only during the installation times designated in the official exhibit schedule. All booths must be properly installed, fully operational and show-ready according to the schedule published in the Exhibitor Service Manual for the final inspection of the exhibit hall by SHOW MANAGEMENT. Dismantle may not begin until after the published exhibit times. Early dismantle and/or removal of an exhibit may result in the loss of exhibit privileges for future shows. The Exhibit Hall Hours are tentative and subject to change. If the official exhibit hall schedule changes, all exhibitors will be notified. Each exhibitor will complete arrangements for removal of his or her material from the event venue in accordance with the instructions provided in the Exhibitor Services Manual. No one under the age of 18 will be permitted on the exhibit floor during installation and dismantle hours.

FAILURE TO OCCUPY SPACE

Space not occupied by 5:00 PM the evening before the exhibit hall opens will be forfeited by the exhibitor and their space may be resold, reassigned or used by SHOW MANAGEMENT without refund.

PAYMENT FOR BOOTH SPACE

A minimum 10% non-refundable deposit is due with the Exhibitor Contract. All contracts without payment will be considered incomplete and booth space will not be approved until a deposit has been received by AUSA. Full payment is due by February 26, 2021. Full payment is required for any space reserved on or after February 26, 2021.

BOOTH CANCELLATION/SPACE REDUCTION POLICY

All exhibitors who cancel or downsize before the published cancellation date will receive a full refund minus the 10% non-refundable deposit. Any exhibitors who cancel on or after the published cancellation date will forfeit the full cost of their booth and AUSA will retain all monies paid. The exhibitor shall provide AUSA written notice of their intention to reduce space or cancel from the event. In the event that the notice of cancellation is received on or before February 26, 2021 the exhibitor will receive a 100% refund minus the 10% non-refundable deposit. Any Exhibitors who cancel or downsize after February 26 through April 29 will receive a 50% refund minus the 10% deposit. Exhibitors will forfeit all monies paid to date for cancellations received on or after April 30. Space reductions will be treated as a cancellation and will be handled in the same manner as outlined for booth cancellations and is subject to reassignment. SHOW MANAGEMENT reserves the right to use this space as it deems necessary.

EVENT CANCELLATION/BUILDING OCCUPANCY

In the event that the premises of the Walter E. Washington Convention Center (WEWCC) are destroyed or damaged, or if the show fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any governmental agency or by SHOW MANAGEMENT, or for any other reason, this Space Application and Contract may be terminated by AUSA. In the event of such termination, the exhibitor waives any and all damages and claims for damages, and agrees that the sole liability of AUSA shall be to return to each exhibitor all or a portion of his space payment, less the pro-rata share of all costs and expenses incurred and committed by AUSA.

FORCE MAJEURE

Should any fire or other casualty, act of God, earthquake, flood, epidemic, landslide, enemy act, war, riot, civil commotion, general unavailability of certain materials, strike, slowdown, boycott or labor dispute, curtailment of transportation services or other similar event beyond the reasonable control of either party prevent performance of this Agreement in accordance with its provisions, performance of this Agreement by either party shall be suspended or excused to the extent commensurate with such interfering occurrence.

RESALE/SUBLEASING OF EXHIBIT SPACE

Exhibitors may not assign, sublease or otherwise share all or a portion of their exhibit space with any party except a wholly-owned subsidiary, a sister corporation or a company represented by an exhibitor and registered as such with AUSA, without the express written consent of AUSA.

ARRANGEMENT OF EXHIBITS

Any portion of an exhibit that obstructs the view, interferes with the privileges of other exhibitors, extends beyond the designated booth space or for any reason becomes objectionable, must be immediately modified or removed by the exhibitor. All demonstrators or other promotional activities must be confined to the limits of the exhibit space. SHOW MANAGEMENT reserves the right to inspect the quality of the appearance of each booth prior to show opening. Where necessary, masking drape will be placed to cover unsightly wires, unfinished back walls, etc. at the exhibitor's expense.

BOOTH DESIGN

Each exhibitor will be provided with an official Exhibitor Services Manual. The Exhibitor Services Manual content describes in full the type and arrangement of exhibit space and the standard equipment provided by SHOW MANAGEMENT for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions, and limitations as outlined in the IAEE Guidelines for Display Rules & Regulations. Each 10x10 space will be provided with (1) identification sign. Linear booths will include 8' back drape and (2) sidewall drapes. In the sole opinion of SHOW MANAGEMENT, any exhibit that fails to conform to the Exhibitor Services Manual guidelines or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exhibition. Any booths not carpeted by 4:00 PM the evening before the exhibit hall opens will be carpeted by SHOW MANAGEMENT at the sole expense of the exhibitor. All exhibits must comply with the public accommodation provisions of the Americans with Disabilities Act of 1991 (ADA). Any exhibit with raised flooring must be ramped. There is an additional \$25.00 per square foot charge for all multi level booth displays.

CONDUCT & PURPOSE OF EXHIBITS

The purpose of the exhibition is to further the education of meeting attendees through product and service displays and demonstrations. Products or services exhibited must be pertinent to the attendees' professional interest. AUSA reserves the right to restrict sales activities that it deems inappropriate or unprofessional. Active selling and product distribution is not permitted. All exhibits will be to serve the interest of the AUSA members and will be operated in a way that will not detract from other exhibits, the exhibition, or the meeting as a whole. SHOW MANAGEMENT reserves the right to request the immediate withdrawal of any exhibit that AUSA believes to be injurious to the purpose of AUSA. Management reserves the right to refuse to admit to and eject from the exhibit building any objectionable or undesirable person or persons. The use of sideshow tactics or other undignified methods considered by AUSA to be objectionable are expressly prohibited in the exhibition area and in any meeting room.

EXHIBIT STAFF REGISTRATION

Each booth space is provided unlimited Exhibitor Badges. The Exhibitor badge allows entrance to sessions and the exhibit hall during all set-up, dismantle, and regular show hours. The Attendee badge will grant access to the hall ONLY during show hours. An official AUSA Attendee or Exhibitor badge must be worn whenever a representative is in the Walter E. Washington Convention Center. Each exhibit must be fully operational and staffed during the open exhibit hours. Booths should be manned by company specialists who are qualified to discuss details of their company's products or services.

FIREARMS AND WEAPONS

All exhibitors who will be displaying firearms must submit a valid Federal Firearms License and Firearms & Small Weapons Form to AUSA by July 2, 2021. Please refer to the Exhibitor Services Manual for complete details on displaying firearms and small weapons.

STORAGE

The exhibitor should make arrangements with the contracted decorator for storage of packing boxes and crates during the exhibition. AUSA assumes no responsibility for damage or loss of packing boxes or crates.

SOUND DEVICES AND LIGHTING & OTHER PRESENTATION DEVICES

Public address, sound producing, or amplification devices that project sound must be kept at a conversational level and must not interfere with other exhibits. Any form of attention-getting devices unmanned devices, drones, demonstrations or presentations of any length must be conducted and contained within the limits of an exhibitor's rented booth space. Such presentations will be terminated when crowds obstruct aisles or infringe upon another exhibitor's display. AUSA reserves the right to restrict the use of glaring lights or objectionable lighting effects.

HANDOUT MATERIALS, GIVE-AWAYS AND PRIZE DRAWINGS

Promotional giveaways and exhibitor prize drawings will be permitted. All materials and prizes must have prior approval by AUSA. All hand-out materials are expected to be of professional nature. Distribution of advertising material and souvenirs must be confined to the exhibitor's booth. Canvassing or distribution of advertising material or souvenirs in the exhibit hall by representatives of non-exhibiting firms is strictly forbidden. AUSA reserves the right to disallow any material that it believes to be inappropriate.

SOLICITATION OF EXHIBITORS

No persons will be permitted in the exhibit hall for the purpose of soliciting advertising or other exhibit space without the express written permission of AUSA.

FIRE, SAFETY AND HEALTH

The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. AUSA reserves the right to adjust the floor plan and policies at this event if social distancing measures are in effect. All exhibit equipment and materials must be located within the booth. Only fireproof materials may be used in displays and the exhibitor must take all necessary fire precautions. No combustible material will be stored in or around exhibit booths.

LABOR

Rules and regulations for union labor are made by the local unions and may change at any time. Where union labor is required because of building or contractor requirements, it will be necessary for the exhibitor to comply with these regulations. Information regarding specific regulations that are applicable may be obtained from the official contractor. Displays, painters, carpenters, electricians, and other skilled labor can be arranged through the official contractor (GES) at established rates. Labor order forms will be included in the Exhibitor Services Manual.

FOOD AND BEVERAGE

Exhibitor distribution of food and beverages for consumption in the building is allowed. The event facility reserves the right to purchase, prepare and provide all food and beverage items. Popcorn is not allowed on the show floor. The distribution of alcoholic beverages may be permitted based on compliance with the policies set forth by the event venue.

GENERAL LIABILITY, SECURITY & INSURANCE

AUSA makes no warranty, expressed or implied, that security measures will avert or prevent occurrences that may result in loss or damage. Each exhibitor must make provisions for the safeguarding of his or her goods, materials, equipment and display at all times. AUSA will not be liable for loss or damage to the property of exhibitors or their representatives or employees from theft, fire, act of God, war, accident or other causes. AUSA will not be liable for injury to exhibitors or their employees or for damage to property in their custody, owned or controlled by them, which claims for damages, injury, etc., may be incident to or arise from, or be in any way connected with their use or occupation of display space, and exhibitors will indemnify and hold AUSA harmless against such claim.

The exhibitor will abide by and observe all laws, rules, regulations and ordinances of any government authority and of the contracted facility. The exhibitor will pay and hold AUSA, its Board, members, staff, and representatives, The Walter E. Washington Convention Center harmless from any and all damages, loss or liability of any kind whatsoever resulting from injuries to persons or property occurring within The Walter E. Washington Convention Center or property adjacent thereto occasioned by any act, neglect, or wrongdoing of the exhibitor or any of its officers, agents, representatives, guests or employees, invitees or other persons permitted by the exhibitor upon the premises, and the exhibitor will at its own cost and expense defend and protect AUSA, The Walter E. Washington Convention Center against any and all such claims or demands.

•The exhibitor shall maintain at all times during the show the following insurance coverage and shall furnish a certificate of insurance to AUSA as proof of same.

•Commercial General Liability of at least \$1,000,000 per occurrence.

•Worker Compensation of at least \$1,000,000 per occurrence

•Additionally, the Association of the United States Army, it's Board, members, staff and representatives and the Walter E. Washington Convention Center, it's officers, directors, employees and agents must be listed as additional insured.

JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, regardless of its choice of law rules. With respect to any suit, action or proceeding relating to this Agreement, the exhibitor hereby irrevocably submits to the exclusive jurisdiction of the Superior Court of the District of Columbia and the United States District Court for the District of Columbia.

TRADEMARKS

AUSA will be held harmless for any trademark, trade name, copyright or patent infringement on any printed materials belonging to or distributed by any exhibitor. No exhibitor may use AUSA's name or logo(s) without the written consent of AUSA.

PHOTOGRAPHING & FILMING OF EXHIBITS

Each exhibitor has control over the space it has rented and may prevent those considered its competitors from gaining access to, photographing, or videotaping its exhibit. The taking of pictures, other than by the official photographer/videographer, is expressly prohibited during setup, dismantling and non-exhibit hours. Individual cameras will not be allowed on the exhibit floor. Only the exhibitor may grant permission to have its exhibit photographed, videotaped, or an audio presentation taped, during exhibit hours. No exhibitor shall deny any reasonable request from SHOW MANAGEMENT or the official photographer/videographer to photograph or film the exhibit from outside the perimeter of the booth.

EXHIBITOR AND AFFILIATE FACILITY USE

All public function space in the event venue is controlled by AUSA. No function space will be released to exhibiting firms or other commercial firms for functions concurrent with the AUSA Annual Meeting without the permission of SHOW MANAGEMENT. Showing of equipment or product presentations to registered members or guests of AUSA by exhibiting firms other than on the exhibit floor during the stated hours is expressly prohibited.

VIOLATIONS

AUSA may at its discretion take away all or part of future exhibiting privileges for violations of the Rules and Regulations. In addition, violation of any of these Rules and Regulations by the exhibitor or his or her employees or agents shall at the option of AUSA forfeit the exhibitor's right to occupy space and such exhibitor shall forfeit to AUSA all monies paid or due. Upon evidence of violation, AUSA may take possession of the space occupied by the exhibitor, and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages that AUSA may incur thereby.

SEVERABILITY

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such valid agreements or covenants were not contained herein.

CONTACT: For questions or more information, please contact AnnualExhibits@ausa.org