

## EXHIBITOR LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT

In consideration for being allowed to participate in the AUSA Annual Meeting and Exposition (the "Event") and access the services and benefits provided, I, \_\_\_\_\_, of \_\_\_\_\_ ("Company") [print name] [company], hereby agree, on my own behalf and on behalf of the Company in my capacity as an agent thereof, as follows:

**Definitions:** For the purposes of this Agreement:

- **"AUSA"** refers to the Association of the United States Army and each of their respective owners, members, partners, directors, officers, managers, employees, attorneys, and agents.
- **"Company"** refers to the undersigned individual and the business entity they represent, including each of their respective owners, members, partners, directors, officers, managers, employees, attorneys, agents, contractors, and any other representatives of the business entity.
- **"Event"** refers to the AUSA Annual Meeting and Exposition.
- **"Property"** refers to the venue or location where the Event is held.

**Acknowledgment of Potential Risks:** The Company acknowledges and understands that participation in the Event involves risks, including but not limited to physical injury, illness, or property damage, which may arise from the Company's actions, the actions of others, or the condition of the Property. The Company further acknowledges and understands that consequences of such risks may include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, economic or emotional loss, and death.

**Assumption of Risk:** The Company assumes full responsibility for its own safety and health and for all known and unknown risks and damages in accessing the Property and participating in the Event. The Company has not relied on information given or not given by AUSA regarding the risks or dangers present at the Property.

**Waiver and Indemnification:** The Company agrees to waive, release, and discharge AUSA from any and all claims, damages, suits, or causes of action for damages arising from injury to person or property or loss of life sustained in connection with the Company's participation in the Event, except for claims arising solely from the gross negligence, recklessness, or intentional misconduct of AUSA. This includes any personal injuries or damage to any goods, wares, or property, regardless of how such injuries or damages may be caused, including acts, omissions, or negligence of AUSA, the acts of occupants of the Property, third parties, weather, pandemics, or other acts of God.

The Company further agrees to indemnify, defend, and hold harmless AUSA from any and all claims, demands, actions, causes of action, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the Company's participation in the Event, even if

AUSA's negligence partly caused the issue, unless it was due solely to AUSA's gross negligence, recklessness, or intentional misconduct.

**Compliance with Laws and Venue Rules:** The Company agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances, as well as any rules and regulations of the venue hosting the Event.

**Severability:** It is understood and agreed that if any provision of this agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

**Governing Law and Venue:** This Agreement shall be construed in accordance with and governed by the laws of the District of Columbia. The venue for any action arising out of this Agreement shall be the District of Columbia. The parties agree to submit to this jurisdiction.

**Voluntariness:** The Company acknowledges that it has had the opportunity to read this waiver, ask questions, and fully understand its terms. Participation in the Event is voluntary, and this waiver is signed freely and without coercion.

**Date of Execution:** \_\_\_\_\_

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**Signature**

**Title**

**Company Name**

# ANNUAL MEETING 2025 - 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 Walter E. Washington Convention Center 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 non-refundable 10% deposit will not be processed. All exhibitors applying for exhibit space must be an active National Partner of AUSA. Exceptions will be made on a case-by-case basis at the discretion of AUSA Show Management.

## 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 Services Kit for the final inspection of the exhibit hall by Show Management. Dismantle may not begin until 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 Walter E. Washington Convention Center in accordance with the instructions provided in the Exhibitor Services Kit. 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 on the evening before the exhibit hall opens will be forfeited by the exhibitors and their space may be resold, reassigned or used by the exhibit management without refund.

## PAYMENT FOR BOOTH SPACE

A minimum 10% non-refundable deposit is due when reserving booth space. All contracts without payment will be considered incomplete and booth space will not be assigned until a deposit has been received by AUSA. **Full payment is due by Friday, April 4, 2025. All credit card transactions will incur a 3% processing fee.** Exhibitor authorizes AUSA to charge the credit card on file for outstanding balanced past the established and published due dates.

## 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 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. Selling of merchandise on the exhibit floor is strictly prohibited. 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. 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 Walter E. Washington Convention Center reserves the right to purchase, prepare and provide all food and beverage items. Popcorn is not allowed on the show floor.

## 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

### **BOOTH CANCELLATION & REDUCTION POLICY**

All exhibitors who cancel or downsize on or before April 4, 2025 will receive a refund minus the 10% non-refundable deposit. Any Exhibitor who cancels or downsizes April 5 through May 2 will forfeit the 10% non-refundable deposit plus 50% of the full cost of their booth. After May 2, 2025, no refunds will be issued. All cancellations must be submitted to AUSA in writing.

### **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. This prohibition will be strictly enforced.

### **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. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions within its booth. 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 Kit. The kit 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 IAEE Guidelines for Display Rules & Regulations and the Exhibitor Services Kit. Each exhibitor's space will be provided with (1) identification sign. Linear booths will include 8' back drape and (2) sidewall drapes. Island booths are restricted to 20' in height. AUSA does not allow end cap booths (booths comprised of or encompassing a 10x20 space exposed to aisle on three sides). Multi-Level Booths (Double Decker): There is an additional \$25.00 per square foot charge for all multi-level booth displays. Invoices will be issued to exhibitor once approval is granted. Sufficient area must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. 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. All booths must be carpeted. Exhibiting companies are responsible for furnishing, carpeting and cleaning their booths. Any booths not carpeted by 4:00 PM on the evening prior to the start of this event will be carpeted by Show Management at the exhibitor's expense. All exhibits must comply with the public accommodation provisions of the Americans with Disabilities Act of 1991(ADA). All booths containing a second level must be ramped.

### **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

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, 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 assumes all liability for any damage to the facility's floor, walls, lighting fixtures, etc. as a result of exhibitor negligence. 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. Additionally, the aforementioned entities must be included as additional insureds. Proof of insurance is required and must be submitted to AnnualExhibits@ausa.org by June 27, 2025.

### **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 closed exhibit hours. Individual cameras will not be allowed on the exhibit floor. The use of a camera cell phone is prohibited during the above-mentioned hours. 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 Walter E. Washington Convention Center 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 Symposium & Exposition without the permission of Show Management. Good taste and conformity to the purposes of the meeting must prevail. 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

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 the exhibit hall during all set-up, dismantle, and regular 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.

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.

**EXHIBITOR SERVICES KIT**

A full list of the display rules and regulations will be included in the Exhibitor Services Kit.

**CONTACT**

For more information or if you have questions, please email [AnnualExhibits@ausa.org](mailto:AnnualExhibits@ausa.org).