

TERMS & CONDITIONS OF EXHIBITOR AGREEMENT

“Rail~Volution” refers to Rail~Volution, a 501(c)(3) non-profit organization. “Exhibitor” refers to the applicant for exhibit space named in this application and contract; “Facility” refers to the location of the Event named in the Application.

THESE TERMS AND CONDITIONS ARE SUPPLIED WITH AND INCORPORATED WITHIN THE EXHIBITOR APPLICATION, WHICH BECOMES A CONTRACTUAL OBLIGATION WHEN ACCEPTED BY RAIL~VOLUTION.

ASSIGNMENT AND SUBLEASE: Exhibitor shall not sublet the Booth(s) or any equipment provided by Rail~Volution, nor shall Exhibitor assign this lease in whole or in part without written notice to, and written approval from, Rail~Volution.

BOOTH ASSIGNMENT: Rail~Volution cannot guarantee booth location but shall use its best efforts to locate the Booth(s) in one of the locations designated by Exhibitor from the general floor plan, to provide physical separation of the Booth(s) from the Booth(s) of those competitors from whom the Exhibitor has requested such separation. Notwithstanding the above, Rail~Volution Management reserves the right to change location assignments at any time, as it may, in its sole discretion, deem necessary.

LICENSING FEES: Exhibitors are responsible for paying all licensing and royalty fees that may be due as a result of Exhibitor’s use of any copyrighted materials in its booth. This especially applies to music license fees for live, recorded or mechanical music used in videotapes, music tapes or otherwise that are due to ASCAP, BMI or other copyright owners. Exhibitor hereby agrees to indemnify, defend, and hold harmless Rail~Volution from and against any and all liability that arises from actual or alleged copyright infringement or other copyright license issues that may arise with respect to Exhibitor.

INSTALLATION & DISMANTLEMENT: Exhibitor agrees to comply with assigned move-in and installation days and hours. Exhibits may not be removed from the Facility until final closing of the Event unless permission is obtained in writing in advance from Rail~Volution.

EXHIBITOR APPOINTED CONTRACTORS: Exhibitor agrees to indemnify, defend, and hold harmless Rail~Volution from and against any claims or damages caused by the activities of an Exhibitor Appointed Contractor, should Exhibitor choose to use a contractor other than the official one contracted with by Rail~Volution.

LIABILITY: This Agreement shall not constitute or be considered to form a partnership, employer-employee relationship, joint venture or agency between Rail~Volution and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless and defend Rail~Volution from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest and attorney’s fees) which Rail~Volution may incur, suffer, to put to, pay, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that Rail~Volution, and their respective agents and employees, shall not be responsible in any way for (i) damage, loss or destruction of any property of Exhibitor or (ii) injury to Exhibitor or its representatives, agents, employees, licensees or invitees.

SECURITY: Although security service will be furnished, Rail~Volution cannot and will not be responsible for damage to, loss and/or theft of property belonging to any Exhibitor, its agents, employees, business invitees, visitors or guests. Each Exhibitor is to carry its own insurance.

INSURANCE: All property of Exhibitor is understood to remain under Exhibitor’s custody and control in transit to and from or within confines of the Facility. Rail~Volution does not maintain insurance covering Exhibitor’s property. Exhibitor shall carry Comprehensive General Liability coverage including premises, operations and contractual liability coverage of at least \$1,000,000 for Personal Injury Liability and \$500,000 for Property, and Workers’ Compensation with Employer’s Liability with applicable statutory coverage. Certificates shall be furnished to Rail~Volution upon request. Failure of Rail~Volution to request or Exhibitor to produce a certificate does not waive Exhibitor’s responsibility to maintain insurance under this provision.

FIRE SAFETY: All curtains, drapes, signs, banners, acoustical materials, plastic, cloth and decorations must be constructed of fire-resistive material and a certificate of flammability must be provided upon request of the Fire Prevention Captain. No combustible materials, merchandise or signs shall be attached to table skirting facing aisles unless also fire-resistive. Decorations, signs, banners, etc., may not be taped, nailed, tacked, stapled or otherwise fastened to ceilings, walls, painted surfaces or columns. Automobiles, trucks, tractors, machinery and other motor vehicles utilizing flammable fuels which are placed on display inside the building shall conform to the requirements of the Fire Department and city regulations of the Facility location. All fuel tanks shall be locked or effectively sealed and battery cables shall be disconnected from the ignition system. Displays are subject to inspection and approval for safety by the Fire Department of the Facility’s location.

RESERVATION FEE; PAYMENT: A Reservation Fee equal to 100% of the Total Exhibit Fee is due with the application. The Reservation Fee is non-refundable. Payment of the balance of the Total Exhibit Fee is due on the due date listed on the application. In the event this application is not accepted by Rail~Volution, the reservation fee and/or exhibit fee will be returned to the applicant. An additional three (3)% processing fee will be applied to all credit card payments.

CANCELLATION BY EXHIBITOR: If an exhibitor or sponsor withdraws, the following reimbursement schedule applies:

- Up to June 30, 2017 – Fees refunded – minus \$250.00 processing fee
- July 1, 2017 – September 1, 2017 – 50% reimbursed
- After September 1, 2017 – Nonrefundable. No reimbursement.; 100% fees to Rail~Volution

Fees will be refunded in full if Rail~Volution does not select the exhibitor (See **Exhibitor Eligibility**).

Rail~Volution and the Exhibitor agree that these cancellation amounts are liquidated damages and not a penalty. Cancellation must be received in writing by mail or fax. Notice by e-mail or phone/voice mail does not constitute notice of cancellation. The receipt date will be considered the actual date of cancellation.

CANCELLATION BY RAIL~VOLUTION: In the event of cancellation of the Event because of circumstances beyond the control of Rail~Volution, 100% of the space rental fees shall be returned on a pro-rata basis after payment of any incurred expenses or costs, which have been accrued by Rail~Volution to the date of cancellation.

EXHIBITOR ELIGIBILITY: The Rail~Volution Trade Show brings the latest ideas and products to our conference attendees. All Exhibitors are carefully vetted to ensure they share our dedication to the livability movement. Being selected to participate in the Rail~Volution Trade Show positions your organization as a champion of equity, livability and transit on a national level.

FORCE MAJEURE: In the event the Facility or any part of the exhibit area thereof is unavailable, whether for the entire Event or a portion of the Event, as a result of fire, flood, tempest, inclement weather or other such cause, or as a result of governmental intervention, malicious damage, acts of war, terrorism strike, lock-out, labor dispute, riot or other cause or agency over which Rail~Volution has no control, or should Rail~Volution decide, because of such cause, that it is necessary to cancel, postpone or re-site the Event or reduce the move-in and installation time, Event time or move-out time, Rail~Volution shall not be liable to indemnify or reimburse Exhibitor in respect of any damages or loss, direct or indirect, arising as a result thereof.

DAMAGE: Any damages discovered during the post-Event walk through shall be noted, and Exhibitor shall be responsible for damage in accordance with this paragraph. Notwithstanding the foregoing, Exhibitor shall not be responsible for any damages which Rail~Volution has not noted or should have noted at the post-Event walk through, except for damages that are not reasonably detectable at the post-Event walk through. Failure to perform a pre-Event or post-Event walk through does not relieve Exhibitor of any liability pursuant to this Agreement.

EXHIBITOR COURTESY; DISTRIBUTION OF MATERIALS: Exhibitors may not enter the booths of other Exhibitors without invitation. No Exhibitor may call or invite an Event attendee out of one exhibit into their own. Exhibitors must remain inside their own exhibit space in distributing literature, product samples or other materials. Exhibitor may not distribute promotional materials for Exhibitor products in convention center common areas or host hotels.

BADGES: Each Exhibitor representative must wear their own Rail~Volution-issued name badge at all times while in the Facility. Each Exhibitor will receive one (1) full conference registration and one (1) Exhibitor registration (tradeshow access only). Additional Exhibitor badges are \$50.00 per person.

OBJECTIONABLE PRACTICES OR DISPLAYS: Use of noisemakers, huckster-type promotion and presentations, judged by Rail~Volution, in its sole discretion, not to be in good taste, lacking in dignity or not keeping with the purpose of Rail~Volution and Event are prohibited. Rail~Volution reserves the right to restrict Exhibitors' use of sound and other devices, which may interfere with the best interests of Rail~Volution and Event as a whole.

CONCURRENT ACTIVITIES: Exhibitors shall not hold any meeting, educational session, event, demonstration, hospitality room, meal, or any other activity, the purpose of which may be reasonably construed to attract Event attendees or potential attendees during the Event or Rail~Volution sponsored events.

EMPLOYEE RECRUITMENT: Recruitment of potential employees will not take place at the Event during official hours of the Event. Any activity of this type must be held away from the official Event location, during non-Event hours.

FOOD AND BEVERAGES: Exhibitors may not serve or dispense food or beverages of any type from their booth unless approved by the food service department of the facility.

ALCOHOLIC BEVERAGES: No alcoholic beverages shall be sold or given away at the Event by Exhibitors.

INTERIOR SIGNS: Placing signs or placards on painted walls is prohibited. Adhesives are not permitted on painted walls. Failure to comply with this regulation shall result in a charge to Exhibitor in the amount of the damage repair expenses.

PRODUCTS LIMITATIONS: Only those products and/or services considered by Rail~Volution as relating directly to the Event purpose may be exhibited at the sole discretion of Rail~Volution. Products containing hazardous elements, chemicals, and/or compounds may not be exhibited at Event.

UNAUTHORIZED ACCESS: No person, firm or organization, which has not contracted with Rail~Volution for occupancy of space in the Event, will be permitted to display or demonstrate any products, processes or services, to solicit orders, to wear any identification other than that of the contracting Exhibitor or to distribute advertising or other materials during exhibiting hours of Event. Any infringement of this regulation will result in prompt removal of the offending person from the Facility.

CONTRACT VIOLATIONS: Complaints of any violation of the Terms & Conditions are to be made promptly to Rail~Volution. Exhibitors and their personnel agree to abide by the decision of Rail~Volution. If Exhibitor fails to abide by any of the Terms & Conditions, Rail~Volution may, in its sole discretion:

- A. Immediately remove and/or shut down the exhibit and/or the offending Exhibitor at the expense of the Exhibitor (prior to or during the Event.)
- B. Ban the offending Exhibitor from one or more future events for a period of up to 24 months.
- C. Revoke placement preference in one or more future events.

INTERPRETATION: Any and all matters not specifically covered by the preceding Terms and Conditions shall be subject to the decision of Rail~Volution. Rail~Volution shall have the full power to interpret and enforce these Terms and Conditions. Each Exhibitor, for itself and its employees, agrees to abide by the foregoing Terms and Conditions.

APPLICABLE LAW AND FORUM: This Agreement shall be governed by the laws of the Commonwealth of Virginia. Exhibitor agrees to abide by the rules and regulations of the Facility. The parties agree that the jurisdiction for any dispute resolution shall be Virginia.

For further information, contact:

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