

A banner with a blue background on the left and a vertical rainbow bar on the right. Silhouettes of people are scattered across the blue background. The word "connect" is written in large, white, lowercase letters, and "may 13th" is written in smaller, white, lowercase letters below it.

connect
may 13th

Expo MarketPlace Terms & Conditions

Hosted by the Salt Palace Convention Center
May 13, 2010

Show Hours Including Booth Set-up and Take Down Schedule: Booth set-up times are between 8:00a.m. - Noon on Thursday, May 13, 2010. All booths must be set up prior to Noon on May 13, 2010 or an additional \$50.00 set-up fee will be assessed to the exhibitor. Booth take down will begin no earlier than 6:00 p.m. All booths must be completely removed by 10:00 p.m. Exhibitors must staff their booth during all show hours. Exhibitors who dismantle their booths early or who do not staff their booths during all show hours will be charged at a rate of \$100.00 per hour.

Description of Booths: The Salt Lake Chamber (Chamber) reserves the right to determine the eligibility of any company or product for inclusion in the Event. Exhibits shall not obstruct view or hinder the visual access of others. No neon or illuminated signs or exposed lighting will be permitted within exhibit areas unless permission is obtained from the Chamber in writing. The Salt Lake Chamber reserves the right to remove any sign, banner or advertising deemed inappropriate by the Chamber. Back walls, including signs, may not exceed 9 feet. Side dividers between booths may not exceed 8 feet in height or extend from the back walls more than 4 feet into the space. Any side dividers used other than curtains provided with the booth must be finished in a manner acceptable to The Salt Lake Chamber.

Fire, Safety and Health: Exhibitor assumes full responsibility for its compliance with Local City, State and Federal ordinances, laws and regulations respecting fire, safety, health and regulations of the Exhibit Hall and The Salt Lake Chamber. Cloth decorations must be flame proofed. Wiring must comply with the fire department and underwriters' rules. Smoking in exhibits is prohibited. No fireworks, open flames, liquefied petroleum gas or flammable liquids are allowed. No decorations of crepe paper or similar materials, pine boughs, leafy decorations or tree branches are allowed. Exhibits must not block aisles and fire exits.

Union Labor: Local unions make rules and regulations for union labor and these regulations may be changed at any time. Where unions are required because of building or contractor requirements, it will be necessary for the Exhibitor to comply with the regulations. All service contractors employ appropriate union personnel.

Shipping Instructions: It is imperative that materials be shipped in accordance with the Salt Palace Convention Center instructions. If you need to ship materials please contact the Salt Palace Convention Center.

Care of the Exhibit Hall & Equipment: No signs or advertising are to be affixed to any of the walls, columns, doors, etc. of the Exhibit Hall. Tape or any other material used in exhibit booths or for layout purposes must be removed from the floors at the conclusion of the exhibition. Nothing shall be hung from or affixed to any sprinkler heads, piping, lighting fixtures or speakers. If said premises or any portion of said building, booths or equipment in booths becomes damaged during the term of the booth rental lease, by the act, default or negligence of Exhibitor, its agents or employees, Exhibitor will pay The Salt Lake Chamber, upon demand, such sum as shall be necessary to restore said premises and equipment to their present condition. If Exhibitor fails to clear his allotted area, Exhibitor will be billed for clean-up costs at a rate of \$100 per hour.

Moving Pictures, Sound Devices and Lighting: Operation of videos, movies, loudspeakers and other sound devices will be permitted if tuned to conversational levels and if not objectionable to The Salt Lake Chamber. The Chamber reserves the right in its sole discretion and without limitation to restrict the use of light, noise, musical instruments and theatrical acts. The playing of copyrighted music is subject to the rules of ASCAP and BMI licensing authorities.

To become an exhibitor or sponsor: • Register online at www.slchamber.com
Call Anna Badger at (801) 328-5055 • or E-mail abadger@slchamber.com

Food Service: Exhibitor shall not serve or cause to have served foods and/or beverages in the leased areas except with prior written approval of The Salt Lake Chamber. If Exhibitor distributes any open food products on site, such as popcorn, drinks, soups, etc., Exhibitor must at Exhibitor's own expense obtain a food permit directly from the Utah County Board of Health and display permit in booth during show hours.

Exhibitor's Personnel and Others: All activities of Exhibitor, its agents, employees and representatives shall be strictly confined to the space allotted the Exhibitor. The following activities by Exhibitor, its agents, employees and representatives are prohibited: (1) solicitation of prospective customers in a tone of voice louder than ordinary speaking voice. (2) Use of any sound producing or sound amplification devices not approved by The Salt Lake Chamber. (3) Helium balloons or any other devices that may lodge in interior superstructure of the Exhibit hall. Undignified methods of attracting attention will not be permitted. Other personnel including demonstrators, hostesses and models are required to be fully clothed at all times. The Salt Lake Chamber reserves the right to prohibit an exhibit or part of an exhibit that, in its sole judgment, may detract from the character of the exhibition. This restriction extends, without limitation, to persons, things, conduct, printed matter, advertising, souvenirs, emblems, restrictions on children, and any other show matter which affects the exhibition. Exhibits rejected on those grounds will not entitle an Exhibitor to a refund. The Chamber shall have the right to use Exhibitor's company name and logo in promotion of the exhibition.

Assignment of Space: Exhibit space is assigned on a first come, first served basis as of the date of receipt of application and payment. Priority for space selection will be given to all sponsors. However, The Salt Lake Chamber in its sole and absolute discretion reserves the right, privilege and prerogative to re-assign an exhibitor to other space without penalty should The Salt Lake Chamber deem it in the best interest of the exhibition. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area.

Cancellation: In the event that the premises leased hereunder or any portion thereof are not available for occupancy upon commencement or during the term of the exhibit space lease due to fire, casualty, acts of God, strikes, national emergency or other cause beyond the control of the Salt Lake Chamber, this lease and the obligations of The Salt Lake Chamber and Exhibitor hereunder shall be terminated, and Exhibitor hereby waives any claim against the Salt Lake Chamber for damage by reason of such termination, provided, however, that any unearned portion of the rent due hereunder shall abate, or if previously paid shall be promptly refunded by the Chamber to Exhibitor. The Salt Lake Chamber reserves the right to reschedule the Event in the event of reasons beyond Chamber Control, in which case any fees paid under this agreement will be applied to the Rescheduled Event.

Payment: Due to limited exhibitor space, full payment must be received within fourteen days or the reserved space will be released. Booth space reserved within 14 days of the event must be secured by payment within 48 hours. Any space not reserved with payment as required above may be released to any potential exhibitor.

Liability and Indemnification: Exhibitor agrees that it will indemnify and hold and save whole and harmless of form and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against the Salt Lake Chamber account of injury or damage to person or property of the extent that any such damage or injury may be incident to, and out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or any person entering upon the premises leased hereunder with the expressed or implied invitation or permission of Exhibitor, or when such damage is the result, proximate or remote, of the violation by the Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the premises leased hereunder. Such indemnification of the Salt Lake Chamber by Exhibitor shall be effective unless such damage or injury may result from the sole negligence or gross negligence or willful misconduct of the Chamber. Exhibitor covenants and agrees that in case the Salt Lake Chamber made a party to any litigation commenced by or against Exhibitor or relating to this lease or the premises leased hereunder, then Exhibitor will pay all costs and expenses including reasonable attorney's fees and court costs incurred by or imposed upon the Salt Lake Chamber virtue of any such litigation.

To become an exhibitor or sponsor: • Register online at www.slchamber.com
Call Anna Badger at (801) 328-5055 • or E-mail abadger@slchamber.com

Security: The Salt Lake Chamber will provide security service for the exhibition and will exercise reasonable precautions for the protection of the property of the Exhibitor. However, the supplying of such service will not be an assumption of any liability of any kind by the Chamber, and the Exhibitor hereby releases the Salt Lake Chamber for any such liability of any loss or damage to the property of Exhibitor.

Insurance: Exhibitors are advised to obtain insurance to cover exhibit material against damage and loss, and public liability insurance against injury to the person and property of others at their own cost and expense. The Salt Lake Chamber assumes no risk and by the acceptance of this agreement, Exhibitor expressly releases The Salt Lake Chamber of and from any and all liability for any damage, injury or loss to any person or goods which may arise from the rental and occupation of said space by Exhibitor, and to agree to hold and save The Chamber harmless from any loss or damage by reason thereof.

Subrogation: Each party hereto hereby waives any and every claim which arises in its favor and against the other party hereto during the term of this lease or any extension or renewal thereof for any loss of, or damage to, any of its property which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recovered under said insurance policies. Said waivers will be in addition to, and not in limitation or derogation of, any other waiver or release with respect to any loss or damage to property of the parties hereof in as much as the above mutual waivers will preclude the assignment of aforesaid claim by way of such subrogation (or otherwise) to an insurance company for any other person, each party hereto hereby agrees immediately to give to each insurance company which has issued its policies of fire and extended coverage insurance written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary to prevent invalidation of said insurance coverage by reason of said waivers.

Binding Effect: No alterations or variations to the terms of this agreement shall be valid unless made in writing and signed by all of the parties hereto. No oral understanding or agreements not incorporated in this agreement shall be binding on the parties. The terms of this contract shall be binding upon and inure to the benefit of the Salt Lake Chamber and Exhibitor, their respective heirs, representatives, executors, administrators, successors and assigns. Failure of the Salt Lake Chamber to discover or insist in any one or more instances upon the strict observation or performance of any of the terms or condition of this agreement shall not be deemed to constitute a waiver by the Salt Lake Chamber the observation or enforcement of those or any other terms or conditions thereof.

Indemnification: Each of the parties hereto agrees to indemnify, defend and hold harmless the other party from any and all claims, liabilities, obligations, penalties, actions, causes of actions, costs and expenses (including, without limitation, reasonable attorney's fees) incurred in connection with or arising out of any services provided hereunder or the performance of any duty or obligation provided for herein.

Attorney's Fees: In the event that Exhibitor does not comply with the terms and conditions of this contract including non-payment of booth space rental fees, the Chamber is entitled to take legal action to enforce this agreement and recover all legal expenses and monies due from Exhibitor including all attorney fees and costs.

Attendance: The Salt Lake Chamber shall have sole control over who is admitted to the Event and upon what terms. Attendance at the Event may vary from any projections made by The Salt Lake Chamber due to weather, the economy, other events, and an unlimited number of addition factors, Exhibitor expressly acknowledge that the Chamber does not guarantee any specific number of attendees, projected or otherwise.

Cancellation/Refund Policy: The Exhibitor agrees that upon acceptance this application shall be deemed to form a binding contract between the Exhibitor and the Salt Lake Chamber the exhibitor agrees to abide by the terms and conditions which form an integral part of the contract between the Chamber and the Exhibitor. The contract is deemed binding when the organizer receives a non-refundable payment or an executed and signed contract. Payment is due in full within 30 days of contract signing. Payments are non-refundable and non-transferable.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

To become an exhibitor or sponsor: • Register online at www.slchamber.com
Call Anna Badger at (801) 328-5055 • or E-mail abadger@slchamber.com