

## TERMS & CONDITIONS:

**By making application for booth space, exhibitors understand and accept and agree to comply with the following provisions and information contained in this brochure and all exhibitors agree to be governed by University Spirit during the term of the show:**

### A. SPACE RENTAL

1. Furnishings: Additional furniture, electrical outlets, telephone lines, and all other accessories are the sole responsibility of the exhibitor working with the decorator and other subcontractors. All modifications and additions to the basic booth must be in accordance with the regulations of the local fire department.

2. Floor Plan: All dimensions and locations shown on the official floor plan are believed to be accurate, but not warranted to be accurate. University Spirit reserves the right to make such modifications as may be necessary to meet the needs of University Spirit, the exhibitors, the exhibit program, and local codes and regulations.

### B. CANCELLATION

1. Cancellation: Notice of intent to cancel must be received by midnight within the 30 days after initial booth reservation. Should full payment have been made and should cancellation occur within 30 days of reservation, a partial refund will be made minus the non-refundable deposit of 25% the total booth price.

2. Late Cancellation: Cancellation after initial 30 days of reservation obligates the exhibitor for full payment of the amount due for space rental. No refunds will be made for late cancellations.

3. Failure to Pay: Failure to pay the entire booth rental fees by the date specified in the application constitutes cancellation of the contract and will result in University Spirit retaining the non-refundable deposits.

4. Failure to Occupy Space: Space not occupied one hour before the opening of the exhibits will be forfeited by the exhibitor and this space may be resold, reassigned, or used by University Spirit. No refunds will be issued for failure to occupy space.

5. Cancellation of Show: In the event that fire, strike, or other circumstances beyond the control of University Spirit occur that make cancellation of the show necessary, full refund of booth rental fees and deposits will be made.

### C. LIABILITY AND SECURITY

1. Security: Security personnel will be provided after show hours, beginning with the scheduled end of the installation period through the night until the scheduled opening of the show the following morning. Security will again be provided after the close of the first day's exhibit program until the scheduled opening of the show on the second day. No security will be provided during teardown or during show hours.

2. Liability: University Spirit of America, The Hyatt Regency DFW, and/or Freeman Decorating will NOT BE RESPONSIBLE for any injury, loss or damage that may occur to an exhibitor, the exhibitor's employees or property, or to any other person prior, during, or subsequent to the period covered by the exhibit contract. Each exhibitor assumes the entire responsibility and hereby agrees to protect, indemnify, defend, save, and hold harmless University Spirit of America, The Hyatt Regency DFW, and/or Freeman Decorating and their agents and employees against all claims, losses, damages to persons or property, governmental charges, fines, attorneys fees, or other expenses of any kind or nature arising out of or caused by the exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or part thereof.

3. Insurance: Each exhibitor understands and acknowledges that University Spirit of America, The Hyatt Regency DFW, and/or Freeman Decorating do not maintain insurance covering exhibitor's property or persons and that it is the sole responsibility of each exhibitor to obtain business interruption, property damage, extra

territorial, personnel, and public liability insurance. Such coverage should be arranged through the exhibitor's regular insurance carrier.

4. Damage to Property of Others: Exhibitors agree not to injure, deface, or otherwise damage the hotel, exhibit hall structures, booths, equipment, or property of others. If such damage occurs, the exhibitor shall be liable to the owner of the property.

### D. CONSTRUCTION, INSTALLATION, AND USE:

1. Construction: **Exhibits shall be constructed and arranged so that they do not obstruct the general view, nor hide the exhibits of others. No sidewall higher than 36" may extend forward from the back wall more than one-half the depth of the exhibit space.** Ten by ten booths may have sidewalls extend five feet from the back wall; six by six booths may have sidewalls extend three feet from back wall. Helium tanks, helium balloons, decals, glitter and confetti are not permitted in the facility.

2. Installation and Dismantling: All installation and dismantling of exhibits must be carried out during the scheduled times. No exhibit may be dismantled or removed from the exhibit hall before the official closing time nor may any set-up or installation occur at any time other than the designated installation period. Should an exhibitor fail to remove the exhibit, removal will be arranged by University Spirit at the expense of the exhibitor and the contents of the exhibit may be destroyed.

3. Restrictions on Use of Space: No exhibitor shall sublet, assign, or share any part of the space allocated to the exhibitor without the written consent of University Spirit. **Solicitations or demonstrations by exhibitor must be confined within the bounds of their respective booths.** University Spirit must approve promotions or solicitations for sales or activities away from the show floor in writing prior to occupying booth space. Aisle space shall not be used for exhibit purposes, display signs, solicitation, or distribution of promotional material. Exhibit signs, displays, and promotional materials are prohibited in any of the public space or elsewhere on the premises of the meeting facility or in the guest rooms or hallways of the hotel. Operation of sound devices is allowed only with University Spirit's prior written permission. Exhibitors are required to vacate the exhibit facilities at the scheduled closing hours of the show and will not be permitted into the facility prior to one hour before scheduled opening hours.

4. Restrictions on Buying and Selling: **All over-the-counter sales or other sales of any kind that involve the exchange of currency, credit cards, or products for goods received are prohibited during show hours in the main hall.** This prohibition does not preclude the exhibitor from writing orders during the exhibition for delivery at a later date. Promotional give-a-ways are permitted and encouraged. Exhibitors are required to staff their respective booths and will not be permitted to visit competitor's booths without prior consent from the exhibiting vendor.

5. Drayage: All shipments and all costs involved are the sole responsibility of the exhibitor. All oversize direct shipments must be scheduled through the official drayage company.

6. Fire Regulations: Exhibitors agree to abide by local fire department regulations. All electrical wiring must conform to the local electrical code. Exits and aisles must be kept obstacle free.

7. Damage to Facilities: The exhibitor must surrender the space occupied in the same condition as it was at the commencement of occupation. The exhibitor or his agents shall not deface, injure, or post anything on walls, columns, or any other part of the building or furniture. Distribution of gummed labels or stickers is prohibited. Any repair work necessary to restore the building or its fixtures to their original condition will be at the expense of the exhibitor who is responsible for the damage.

8. Acceptability of Exhibits: All exhibits shall serve the interests of the market and shall be operated in a way that will not detract from other exhibits, the exhibit program, or convention as a whole. University Spirit reserves the right to require the immediate withdrawal of any exhibit which is deemed injurious to the purpose of the show.