



## Arizona Onsite Educational Conference and Exposition

### Exhibit Rules

#### Exhibitor Basic Terms and Conditions

1. Display space will be assigned by the Arizona Onsite Educational Conference and Exposition in accordance with the conditions outlined in the **DISPLAY SPACE ASSIGNMENT** which forms part of this application. In the event of a duplicate application for the same space, the assignment priorities stated in the **EXHIBIT RULES** shall be followed and the ruling of the Arizona Onsite Educational Conference and Exposition shall be final.

After the assignment, display location may not be changed except with the written approval of Arizona Onsite Educational Conference and Exposition.

2. In the event of cancellation of this application by the applicant prior to the date of the conference, the Arizona Onsite Educational Conference and Exposition may assess a cancellation charge to defray its costs of 50% of the booth(s)' rental stated in the original contract.

The Arizona Onsite Educational Conference and Exposition reserves the right to reassign such cancelled spaces notwithstanding the cancellation fee.

3. If this application is not accepted by the Arizona Onsite Educational Conference and Exposition, the applicant will be notified promptly and the full amount returned.

4. The applicant agrees to accept from the Arizona Onsite Educational Conference and Exposition any billing of charges rendered after the conference in conjunction with services performed and administered by the Arizona Onsite Educational Conference and Exposition at the written request of the applicant. These charges may include, but not by way of limitation, surcharges on services ordered by the applicant through Arizona Onsite Educational Conference and Exposition as agent.

The total of such charges shall be paid by the applicant no later than 30 days after receipt of the Arizona Onsite Educational Conference and Exposition statement and invoice.

5. The applicant agrees with Arizona Onsite Educational Conference and Exposition that the Arizona Onsite Educational Conference and Exposition and AzOWRA shall not be liable for any damage or liability of any kind, or for any damage or injury to persons or property during the term of this agreement, from any cause whatsoever by reason of

use, occupation and enjoyment of exhibit space by the applicant or any person thereon with the consent of the applicant, and that applicant will indemnify and save harmless the Arizona Onsite Educational Conference and Exposition and AzOWRA from all liability whatsoever, on account of such damage, injury, whether or not caused by negligence or breach of an obligation by applicant or its employees or representative.

6. In the event that the premises in which the Arizona Onsite Educational Conference and Exposition is conducted shall become, in the sole discretion of the Arizona Onsite Educational Conference and Exposition, unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of the Arizona Onsite Educational Conference and Exposition, this agreement may be terminated by the Arizona Onsite Educational Conference and Exposition. For this purpose, the term "cause or causes" shall include, but not by way of limitation, fire, flood, epidemic, earthquake, explosion, accident, blockade, embargo, inclement weather, governmental restraints, orders or restraints of civil defense or military authorities, act of public enemy, riot or civil disturbance, inability to secure efficient labor, technical or other personnel, failure, impairment or lack of adequate transportation facilities, inability to obtain, or condemnation, requisition or commandeering of, necessary supplies or equipment, municipal, state or federal law, ordinance, rule, order, decree, or regulation, whether legislative, executive, or judicial, whether constitutional or unconstitutional, or act of God.

Should the Arizona Onsite Educational Conference and Exposition terminate this agreement pursuant to the provisions of this section, the applicant waives any and all claims for damages arising there from. The applicant further agrees that the Arizona Onsite Educational Conference and Exposition's liability is limited to a refund of monies paid in prior to the termination, less a pro rate adjustment based on the number of hours the conference shall have been in operation prior to the termination.

This provision shall not relieve the applicant of any liability arising from the provision of section 6 and all monies due to the Arizona Onsite Educational Conference and Exposition in that regard shall be paid notwithstanding.