Exhibitor Contract Terms & Conditions
June 3-6, 2018 • Gaylord Palms Resort & Convention Center • Orlando, Florida

Rules & Regulations. The term “Event” refers to the 2018 International Parking Institute Conference & Expo to be held June 3-6, 2018 at the Gaylord Palms Resort & Convention Center, Orlando, Florida. The Event is owned, produced, and managed by the International Parking Institute (“IPI”). The term “Exhibitor” refers to the organization or person that applied for and has been granted exhibit space rental and such applicant’s officers, directors, shareholders, employees, contractors, agents, and representatives. If any Exhibitor changes management or is purchased by another company/organization, this Agreement becomes binding on such company/organization. These rules and regulations form part of the Exhibitor Agreement made between the International Parking Institute and the Exhibitor.

Force Majeure. The performance of this contract by either party, in part or in full, is subject to acts of God, war, government regulations, disaster, acts of terrorism, strikes, civil disorders, and delay in providing service preventing at least 25% of contracted participants from access or any other emergency beyond the control of either party making it inadvisable or impossible to provide services. The International Parking Institute, eShow, GES, or Gaylord Palms Resort & Convention Center or their partners or subsidiaries may not be held responsible for any inconvenience this may cause.

Acceptance. The receipt by IPI of your electronic application will constitute a binding contract (the “Agreement”). IPI reserves the right to determine the eligibility of any company or product for inclusion as an Exhibitor.

Arrangements of Exhibits. Locations and arrangement of exhibit booths are shown on the Official Exhibit Area Floor Plan. Exhibits are arranged in an open setting at the Gaylord Palms Resort & Convention Center. The arrangement is designed to ensure maximum visibility and high traffic access for each display. Food and Beverage Service Areas are located throughout the hall and will be used for food and beverage service, announcements, drawings, entertainment, etc. IPI reserves the right to alter the Exhibit Area Floor Plan as it deems necessary.

Standard booths will be constructed of aluminum tubes, supporting dividers and drapes. Where applicable, back will be eight feet high and sides will be four feet high. Upon request, island booths may include side draping around the perimeter. Certain booths may be restricted to four-foot back walls. All booths must be carpeted; carpeting and furniture are not included in the exhibit rental fee.

IPI shall have the right to prohibit and/or remove any exhibit, in whole or in part, which in IPI’s sole judgment is not suitable to or in keeping with the character or purpose of the exhibition. IPI Exhibit Management will notify the Exhibitor in writing and detail what modifications, if any, are necessary prior to the prohibition or removal of the exhibit. If an Exhibitor is asked to remove an exhibit, or part thereof, and fails to do so promptly, IPI will remove the exhibit or part thereof, and the Exhibitor agrees to pay the reasonable costs of such removal. IPI will not be liable for any damage to any party for the removal, whether in whole or in part, or prohibition of the exhibit that IPI deems to be not suitable or in keeping with the character or purpose of the exhibition.

Your exhibit space does not include and therefore would need to be arranged for separately either on your own or using the Official Contractors (a list is provided in your Exhibitor Kit): Carpet or padding for your booth, electrical, phone, internet or plumbing services, chairs, signage, furniture, or any booth fixtures, assembly, dismantle or rigging services, lead retrieval unit, cleaning of your booth during the exhibit hall hours.

Height and Size. IPI accepts the International Association of Exhibitions and Events “Guidelines for Display Rules and Regulations” as booth configuration criteria for its show. Please note a copy of these rules will be included in your exhibitor kit.

- Hanging sign height limit is 16’ to the bottom of the sign
- For Cubic Content the height limit is 16’
- Double Decker booths must be approved by Gaylord Palms Resort & Convention Center to be sure it meets all fire and building codes (see form included in the “Rules and Regulations” section)

In any event, no display, advertising sign or material, etc., may block a reasonable view of any other exhibit, nor extend beyond the perimeter of assigned space. Specifically, peninsula booths (10’x20’ end) abutting linear booths: when a peninsula backs up to two linear booths, the back wall is restricted to four feet high within 5’ of each aisle. The remaining back wall height restriction is 10’ feet high. The backside of the wall must be finished and not contain signage or logos. This is to ensure that the sight line into an exhibitor’s booth is not obstructed.

In all questions of booth design or layout, IPI reserves the final approval authority. Should a question arise regarding this or other guidelines, the matter should be submitted to IPI well before set-up for a final determination. (See also “Space Selection Liability,” “Exhibitor Operation/Conduct/Right of Entry and Inspection,” and “Facility Rules”).

Colors/Carpeting. Draping color will be red/gold. Aisle carpeting will be blue. Theme/Special IPI area carpeting will be red. All exhibit booths must be carpeted at the expense of the Exhibitor.
Exhibit Agreement Specifications. Each exhibiting company shall be eligible to receive three (3) booth personnel registrations per 100 sq. feet, 8’ high pipe and drape back wall and 4’ high pipe and drape side wall (unless island booth), 7”x44” identification sign, 75-word company listing in the Association pre-conference issue of The Parking Professional magazine, Event website and mobile app, pre/post show attendee list (does not include full mailing or email addresses), more than 10 hours dedicated exclusively to the Expo, carpeted aisles and wastebasket, and 24-hour security from installation to dismantle. Booth personnel have unlimited access to education, general sessions and Opening Welcome Event—allowing exhibitors to network with attendees in a variety of settings.

Exhibit Space Assignments. Preferred exhibitors in good standing will be able to select space based on their priority points status beginning October 18 & 19. After this date, all space is assigned on a first-come, first-served basis at prevailing rates. IPI shall act in good faith to assign space in the location selected by the Exhibitor; however, does not guarantee separation of competing exhibitors or guarantee neighboring space(s) indicated available will be completely occupied at time of the Event.

Space Selection Liability. Exhibitor assumes all liability of space selection during reservation process including but not limited to: acknowledgement of columns or other obstructions near selected space, neighboring exhibitors, and layout of space in relation to surrounding spaces. Exhibit sales are open up until the Event dates; therefore, the floorplan and occupants are continually being modified. It is the Exhibitor’s responsibility to monitor any changes that may adversely affect the Exhibitor pre/post show or onsite. There will be no refunds issued for space based on Exhibitors’ selected location, traffic flow, and/or neighboring Exhibitors.

Booth Cost/Payment Policy. Exhibit fees are shown on the official exhibit space price list. There is a substantial discount for exhibitors who are members of IPI. To be eligible for member pricing, you must be an active member at time of reservation and at time of meeting to take advantage of the discount. Booths located in prime areas (entrance, exit, corners, near Food and Beverage service areas or special event areas in the hall) also reflect premium pricing. Bus Areas will only be assigned to vehicle/bus/transit type companies. Booth space will be assigned in accordance with the space reservation procedures.

A minimum of 50% of booth fees are due upon reservation by credit card. IPI will process payment as stated on contract with no exception. The remaining balance is due within 30 days by check or credit card. In the event a remaining balance has not been satisfied within the 30 day window, IPI retains the right to cancel your booth reservation without notification or refund.

Exhibitors are further responsible for ensuring that there are no outstanding amounts, unrelated to the Event, owed by them to IPI. If all payments and outstanding amounts are not paid in full by February 2, 2018, IPI retains the right to cancel the Exhibitor’s space without further notice and without obligation to refund previously paid amounts. Any re-sale of exhibit space shall not result in a refund to the Exhibitor.

Cancellation/Downsizing/Refund. All requests for cancellation or reduction of exhibit space must be made in writing and shall become effective upon receipt by IPI. Due to the difficulty of determining and detailing the losses which would result from cancellation of exhibit space, the Exhibitor agrees to pay the following as liquidated damages (and not as penalty) if the Exhibitor cancels its exhibit space. In the event of cancellation by an exhibitor prior to April 2, 2018 IPI will retain or shall be owed a cancellation fee equal to 50% of the total exhibit fee (not just the deposit) plus a $250 processing fee; if received after April 2, 2018, IPI will retain or shall be owed a cancellation fee equal to 100% of the total exhibit fee. Cancellations will affect an exhibitor’s priority points. Reductions or downsizing in booth space will be treated as booth cancellations; refunds will be made accordingly. Furthermore, IPI has full authority to relocate any Exhibitor after downsizing of space. The above cancellation fee terms shall apply regardless of the execution date of this Agreement and regardless of any re-sale of booth space cancelled by Exhibitor.

All booth assignments remain the exclusive prerogative of IPI. In all reassignment cases, preference will be given to the exhibitor whose reservation and payment was received the earliest.

Occupation and Use of Space. Exhibitors may not move-in to their exhibit space until full payment is received. There is no exception to this policy. Similarly, if an Exhibitor has an outstanding balance with the Official Show Contractor (GES), greater than 180 days, Exhibitor will not be permitted to move-in to their space and/or receive limited services from official show contractors including but not limited to: drayage, installation, cleaning, a/v, utility services, etc.

Exhibitor who fails to occupy its assigned space two hours prior to the published expo hours (set no later than 10:30 a.m. on Monday, June 4, 2018) and has not given IPI the required written notice of cancellation will be considered “no show.” IPI has the right to use “no show” exhibit space in such a manner as it may deem in the Event’s best interest. Failure to occupy exhibit space does not relieve the Exhibitor from their obligation to the terms of the Agreement. Any exhibiting company cancelling with a balance due is responsible for paying the remainder in full within 15 days of the cancellation.

Displays must remain fully intact and manned during all exhibit hours. No exhibits may be erected after official opening or dismantled before official closing times. Failure to adhere to this policy could result in one or more of the following: (a) penalty fines of up to 15% of your total booth costs, (b) the priority point status will revert to zero; (c) a 2 year ban from attending or exhibiting at the event, (d) preferred exhibitor status revoked for future events, (e) a surcharge of 15% added to your future exhibiting fees.

Subletting Space. No Exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, or exhibit therein, any other goods, apparatus, etc. than those manufactured or sold by the Exhibitor in the regular course of business. Sub-divisions, subsidiary organizations or partner product
Care of Exhibit Space. Exhibitors shall care for and keep in good order all space occupied by them. Special cleaning and dusting of booth, display and equipment and material will be the Exhibitor’s responsibility and shall be performed at the exhibitor’s expense.

All goods of reasonable weight and bulk will be placed in exhibit space by IPI or its appointed contractors. Exhibitor shall properly protect and maintain its exhibit space and appurtenant property. Exhibitors shall pay IPI or its designee the cost of restoring Exhibitor’s space and appurtenances to the condition as of initial use by the Exhibitor; reasonable wear and tear expected.

Empty Crates/Box Storage. Exhibitors may not store crates and/or boxes in their booths. All exhibitors may request that the official contractor store empty crates and boxes for reuse prior to the opening of the Expo. IPI Strategic Partners will have preferred return of empties at the end of the show.

Exhibitor Representation. Exhibitors earn three (3) complimentary exhibitor registrations per 100 square feet of space (each 10x10 space rented). Additional exhibitor registrations can be purchased (10/31/17 – 2/11/18: $299 pp. 2/12/18 – 5/9/18: $350 pp. 5/10/18 – 6/6/18: $425 pp.). All company representatives must register upon arrival and wear IPI-furnished identification badges at all times. Exhibit staff/personnel registrations are non-refundable. Exhibitors and distributors will be granted access to exhibit hall during all expo hours and up to one hour prior to and 30 minutes after published expo hall hours.

Exhibitor Operation/Conduct/Right of Entry and Inspection. (a) Exhibitors may not schedule private functions or events which conflict with officially scheduled IPI events. IPI reserves the right to request and enforce cessation of any non-approved activity as it sees fit; (b) Exhibitors may not use strolling entertainment, nor distribute samples, magazine, or advertising materials in any area outside their exhibit booth including but not limited to, paraphernalia that is associated with or representing a competing or similar entity as the Association or their publications. Any type of product distributed for purposes of display in other Exhibitors booths will be immediately removed and destroyed; (c) The use of objectionable amplifying or lighting equipment may not exceed reasonable limits. IPI reserves the right to have exhibitors remove any strobe lighting that negatively affects other exhibitors or attendees; (d) All activities must be carried on in Exhibitor’s contracted exhibit space. Furthermore, product demonstrations, presentations, and entertainment located within an exhibitor’s booth space may not cause significant obstruction of aisles; (e) Entertainment, marketing schemes or activity outside of your assigned space for the purpose of generating traffic to your booth must have the express written consent of the Show Manager prior to exhibit hours. Upon approval, this activity must not interrupt or cause harm to any other exhibitor or their display.

If Exhibitor engages in any conduct in violation of this Agreement and/or applicable laws, IPI reserves the right to cancel the Exhibitor’s space without further notice and without further obligation to refund monies previously paid and to re-sell or remove completely from show floor. IPI further reserves the right to reject Exhibitor’s application in future shows. Further, IPI in its absolute discretion shall have the right at any time to enter and inspect the area occupied by Exhibitor. Exhibitors and their representatives shall at all times conduct themselves in a professional manner and shall not disparage or defame fellow exhibiting companies, IPI, or the employees of aforementioned organizations, or engage in other activities detrimental to the Event.

Facilities Rules. Exhibitor agrees to comply with all rules and regulations prescribed by the management of the exhibit facilities, meet the requirements of all local authorities, and obtain, at their own expense, any necessary permits, licenses, or equipment, should any be required for the particular individual displays or the particular exhibit of the Exhibitor. Exhibitor agrees that failure to conform to all facilities and city rules and regulations may result in the closure of its exhibit by IPI.

Fire Protection. All booth material must be nonflammable and meet all requirements of Gaylord Palms Resort & Convention Center. All vehicles must adhere to Gaylord Palms Resort & Convention Center’s fire/safety regulations (provided in your Official Exhibitor Kit).

Protection of Property. IPI will provide reasonable security in the Exhibit Area. Gaylord Palms Resort & Convention Center, GES and IPI, however, are not responsible for the safety of individual exhibits. In all cases, exhibitors should provide their own insurance if such insurance is desired. Additional show insurance is offered through show contractor (GES). Please see your service kit for further information. Due to insurance and safety considerations, children are not allowed in the exhibit hall during set-up and tear-down.

Americans with Disabilities Act. Exhibitors shall be responsible for making its exhibit space accessible to persons with disabilities as required by the American’s with Disabilities Act and shall hold IPI, its agents, and employees harmless from any consequences of exhibiting companies that fail in this regard.

Music Licensing. Exhibitors agree to comply with existing regulations on music licensing and agree to indemnify and hold harmless IPI against any claims or expenses arising from noncompliance with these regulations.

Live/Video Streaming/Photography. Exhibitors and attendees are prohibited from videotaping, video streaming/wireless transmitting or photographing other exhibitors’ booths, events or activities during the IPI Conference & Expo, without the express written permission of IPI. However, an exhibit booth may be photographed or videotaped with the permission of the legitimate occupants of that booth, but that permission shall only apply to that exhibitor’s booth. By submitting your exhibit contract, the exhibitor gives consent to the IPI professional photographer to use images of both your person(s) and/or your display.
The prohibition against videotaping, video streaming/wireless transmitting or photographing the event extends to members of the press unless they are registered as press and possess a “press” badge/ribbon. Booth personnel should immediately notify IPI’s show management if they believe their booth or another booth is being photographed/videotaped without permission. Television and/or video cameras (including webcams) are prohibited without prior written approval of IPI show management. IPI reserves the right to deny, alter or limit such access or distribution as the event is the proprietary property of the IPI.

**Exhibitor Service Kit.** Exhibitor Service Kits will be available through the Exhibitor Service Center (ESC) on the official Conference website no less than four months from the Event. Kits will include any amended or additional rules and regulations, display rules, installation/dismantle schedules, registration information, official contractor order forms and pricing, shipping and drayage, utilities and auxiliary services order forms, audio/visual, photography forms, additional visibility opportunities, and a helpful deadline checklist to ensure you are meeting all deadlines. **Additional fees will be incurred after deadlines.**

**Official Show General Contractor.** GES Exposition Services has been named the Official General Contractor. Inquiries regarding contractor services may be directed to GES. There is a complete list of Official Service Contractors included in your exhibitor kit. Use of any service contractor not previously approved by IPI or Gaylord Palms Resort & Convention Center may be denied access to the exhibit show floor which could mean you would not receive the service you have contracted for and could costs you additional fees to secure services with one of the Official Service Contractors as outlined in the Exhibitor Kit.

**Exhibitor Service Desk.** Provisions have been made to maintain an Exhibitor Service Desk, located on the show floor, throughout the exhibition’s installation, operation, and dismantling period.

**Listing and promotional materials.** By exhibiting at the Event, Exhibitor grants IPI a fully paid, perpetual, non-exclusive license to use, display, and reproduce the name of the Exhibitor in any directory or listing of exhibitors or Event and to use such names in promotional materials. IPI shall not be liable for any errors in any listing or for omitting any Exhibitor from any directory or listing pertaining to the Event.

**Liability.** The Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between IPI and the Exhibitor. Exhibitor agrees to indemnify, hold harmless, and defend International Parking Institute, GES, Security (TBD), Kreis Photography, eShow and Gaylord Palms Resort & Convention Center and their respective members, officers, directors, agents, and employees ('indemnities') from and against any and all liabilities, damages, actions, losses, claims, and expenses (inclusive of attorney’s fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Exhibitor or its employees, agents, contractors, patrons, and invitees caused by Exhibitors installations, maintenance, occupancy or use of the exhibition premises or a part thereof.

**Insurance.** Exhibitor must obtain insurance policies covering exhibiting materials at the IPI Event. Exhibitor should also consider public liability, bodily injury, and property damage insurance. Such insurances shall name the Event facility, IPI, and the Official General Contractor (GES) as additional insureds. Upon request, Exhibitor shall provide a certificate of insurance to IPI.

**Protection of Facility.** Exhibitor shall not use the exhibit facilities or permit them to be used by any employee, patron, contractor, or invitee: (a) for any illegal purpose; (b) in conflict with any applicable law, ordinance, rule, or regulation of any governmental authority; (c) in any manner that could violate the insurance or increase the rate of insurance on the facilities; (d) in any manner that constitutes any waste or nuisance; (e) in any manner that causes any injury to the facilities; or (f) in violation of any applicable rule or regulation issued by management of the exhibit facilities.

**Exhibitor Violations.** Violations of any of these regulations on the part of the exhibitor or his employees or agents shall, at the option of IPI Conference & Expo Show Management, cancel the license to occupy space, and such exhibitor shall forfeit to the Association all monies paid. Upon evidence of violation, the Association may reenter and 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 of such expense and all damages which the Association may incur, and shall forfeit all monies paid or due the Association on account thereof. The exhibitor waives any right to service of written notice of the Association’s intention to terminate this agreement and repossess space occupied by the exhibitor.

**Interpretation and Enforcement.** These rules and regulations are to be construed as a part of all space applications and contracts IPI has full power to interpret and enforce all regulations for the Event and the power to make amendments and/or further regulations that are considered necessary for the proper conduct of the Event. Such decisions shall be binding on all Event exhibitors. Failure to comply with any rule or regulation may be sufficient cause for IPI to require immediate removal of the offending exhibitor, and may result in forfeiture of all further rights to exhibit at future events sponsored or held by IPI, together with all fees paid.

Note: Please read the Contract Terms and Conditions/Show Rules carefully. It is important that the representatives from your company who attend the show be aware of the terms and conditions, as well as information that affect the operation of the International Parking Institute Conference & Expo. These policies are strictly adhered to and enforced without question.