

CONTRACT TERMS AND CONDITIONS

GENERAL RULES

Each company participating at the show must return all copies of the contract, properly executed by an authorized company representative. Contracts must be received with appropriate deposit in order to reserve space.

Every effort will be made to respect exhibitor's space requirements whenever possible. However, SEMCO Publishing/SEMCO Productions (from here on referred to as Show Management) reserves the right to rearrange the floor plan or to relocate exhibits when such action is deemed to be in the best interest of the total exhibition.

USE OF SPACE

No exhibitor shall assign, sublet or share the space allotted them without the knowledge and written consent of Show Management. Exhibitors must display or advertise only goods manufactured or dealt in by them on the regular course of business. Only firms or organizations assigned exhibit space may solicit business within the exhibit area.

Booths or display structures must be self-supporting, and not anchored to walls or floors. Displays and booth structures must not extend into the aisle in such a way as to obstruct traffic. Exhibits must comply with standard booth design regulations and not impair visibility of adjacent booths. Display material exposing an unfinished surface to neighboring booths is not permitted and must be finished at the exhibitor's expense. Demonstrations must be located such that crowds collected will be within the exhibitor's space and not blocking an aisle or neighboring exhibits. No "end-capping" of booths is permitted.

The exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of local, state and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and/or owners of the property wherein the exhibit is held. All hazardous items must be properly safeguarded, protected, registered and/or avoided as deemed necessary by Show Management.

Show Management reserves the right to restrict exhibits which are objectionable because of noise, method of operation, materials or for any other reason; and also to prohibit or to evict for any reason with or without giving cause, any exhibit which in the opinion of the management may detract from the general character of the exhibit as a whole. In the event of such restriction or eviction, Show Management shall not be liable for any refunds or other exhibit expenses.

LIABILITY / IDEMNITY / INSURANCE REQUIREMENTS

The Exhibitor hereby agrees to indemnify and hold harmless Show Management, the Cobb Galleria Centre, SEMCO Publishing, SEMCO Productions, QMS, Shepard Exposition Services, its affiliates, officers, directors, employees or agents, for any injury, loss or damage, expense actions, claims and damages, including, without limitation, reasonable attorney's fees, arising out or caused by the Exhibitor's installation, construction, removal or maintenance of its exhibit, the Exhibitor's occupancy of use of the Exhibition premises or any part thereof or as otherwise caused by the Exhibitor, its agents, representatives, invitees or guests. The Exhibitor agrees to waive all rights of subrogation against Show Management, its officers, directors and employees. The exhibitor agrees to pay promptly for any and all damage to the exhibition building or its equipment incurred through carelessness or otherwise caused by the exhibitor, his employees, agents or representatives.

Show Management cannot be responsible for exhibitor's merchandise or display. Exhibitors are therefore required to carry special insurance to cover exhibit material against damage and loss, and public liability insurance against injury to the person and property of others. Show Management does not insure against competitive firms from becoming neighboring exhibitors; nor is it responsible for errors or omissions in the Show Program or Exhibitor List.

All Exhibitors shall obtain, at their own expense, adequate insurance, but in no event less than \$1 million of comprehensive general liability insurance from an "A" rated carrier, including the so-called "broad form endorsement." Such insurance shall name SEMCO Publishing/SEMCO Productions, d.b.a. International Cement Seminar & Exhibition, and its officers, directors and employees as additional insureds. **The Exhibitor shall furnish a certificate of insurance to SEMCO Publishing by October 18, 2019.**

CANCELLATION OR TERMINATION OF INTERNATIONAL CEMENT SEMINAR & EXHIBITION

In case Show Management shall for any reason determine to cancel or terminate the exposition, the exhibitor waives all claims against Show Management for damages or expenses and agrees to accept, in complete satisfaction and discharge of all claims against Show Management, a refund of all amounts paid by the exhibitor to Show Management in accordance with this agreement.

PAYMENT

Payment of 50% of booth space cost is required with this application. Final payment is due by August 10, 2019. **SPACE APPLICATIONS SUBMITTED ON OR AFTER AUGUST 10, 2019, MUST BE ACCOMPANIED BY FULL PAYMENT.**

INSTALLATION AND DISMANTLING OF EXHIBITS

One day is provided for the installation of display materials in the exhibit area: Monday, November 18, 2019, starting at 10:00 am. Exhibitors must be completely set up and ready for viewing by 7:00 pm on Monday, November 18, 2019. Move-out will begin on Wednesday, November 20, 2019, at 5:00 pm. **NO DISMANTLING WILL BE PERMITTED BEFORE CLOSING TIME.** Companies disregarding this regulation might be subject to being denied booth space for future shows.

It is explicitly agreed by the exhibitor that in the event the exhibitor fails to install displays or products in the assigned exhibit space or fails to pay the space rental in full at the time specified by this contract, exhibit management shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper. All exhibitor materials must be removed from the hall no later than Midnight on Wednesday, November 20, 2019, or Show Management at the exhibitor's expense will remove them.

EXHIBIT PERSONNEL

Each exhibitor is provided two official conference registrations per 10' x 10' booth reserved. All staff affiliated with exhibits must be registered and must be bona fide employees of the exhibitor or representatives who receive commission, brokerage or salary from the exhibitor.

CANCELLATION

In the event of cancellation by an exhibitor, Show Management shall assess a cancellation fee covering the reassignment of space, prior service performed, and other damages related to cancellation as follows: 50% for all cancellations received before August 10, 2019, no refunds after August 10, 2019.

Show Management must receive written notification of the cancellation by registered or certified mail. E-mail messages will not be accepted as a cancellation. Registered postmark of cancellation notice will determine date for purposes of compliance with refund schedule. In the event of either full or partial cancellation of space by an exhibitor, Show Management reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment.

MANAGEMENT RIGHTS

Show Management reserves the right to interpret, amend and enforce these regulations as it deems proper to assure the success of the exposition.