

NanoTechnology for Defense Conference Exhibitor Terms & Conditions

- The date and fee structure are firm. For fees to apply, they must be received by the accompanying dates. Registration alone does not guarantee that rate.
- No refunds will be issued for booth cancellations.
- Exhibitor check-in is required at the NT4D registration desk prior to set-up.
- Each paid 10' x 10' booth comes with one complimentary registration. All booth workers must be registered. The only exception, is temporary set-up and tear-down passes. These are available at no charge, and are good for Monday set-up and Thursday tear-down only in the exhibit hall.
- Show management reserves the right to cancel any exhibit space for misrepresentation of products or nonpayment of exhibit fees due for space rental. Show management reserves the right to refuse applications or require exhibitors to adjust exhibited materials if they do not meet the standards required or expected, as well as the right to curtail exhibits that reflect against the character of the conference or are deemed inappropriate in nature. This applies to displays, literature, advertising novelties, souvenirs, conduct of person, etc. and is at the sole discretion of Show Management.
- Exhibitor is prohibited from distributing literature, souvenirs, or other items from outside the boundaries of their booth space and other items other than the Exhibitor's own materials unless Exhibitor has obtained Show Management's prior written approval.
- Exhibitor is prohibited from taking photographs of their booth or any other booth due to security restrictions of the event. If you would like a photo of your booth, you may request the conference photographer to take photos for you at no charge.
- Exhibitors must man their booths during all show hours.
- If any of Exhibitor's space remains unoccupied on closing day of set-up, Exhibitor shall be deemed to have abandoned such space. Thereafter, Show Management shall have the right to rent such space to any other exhibitor, or use such space in any other manner as Show Management deems necessary, in its sole discretion, without any obligation to Exhibitor. This section shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in the Agreement for space rental.
- Exhibitors may not tear down early. A penalty fee of \$1000 will be charged to any exhibitor that tears down early without written permission from Show Management and exhibitor will be barred from participating in future shows.
- Show information and updates will be provided via email or on-line and will be sent to the designated contact. If the on-site show contact is different from the pre-show contact, a name and contact information for the on-site show contact is required. Designation of an onsite POC is required to ensure important show information is disseminated to the individuals that are staffing the booths.
- The indoor exhibit area will be locked and a watchman placed on duty when the area is not open to the public. However, exhibitors should secure, at their own expense, appropriate liability/loss insurance and provide reasonable security for equipment and displays. The NT4D Planning Committee, Blue 52 Productions, LLC, SourceOne Events, the security company, and the Hilton El Conquistador will not be responsible for any loss, theft, or damage whatsoever to exhibitor or exhibitor supplied equipment during any part of the expo or during set-up and tear-down. It is agreed that exhibitors shall indemnify and exempt Blue 52 Productions, LLC, its officers and staff, the NT4D Planning Committee, SourceOne Events, the security company, and the Hilton El Conquistador from all personal and property loss of liability which may arise from fire, lighting, smoke, strike, riot, and civil commotion, or any other cause and condition beyond their control. The exhibitor expressly waives all claims for any loss, damage, or injury.
- For the term of the Agreement, Exhibitor shall at all times maintain insurance sufficient to cover the liabilities of Exhibitor under the Agreement. The amount and scope of such insurance shall be reasonably satisfactory to show management – a minimum of one million dollars in liability insurance is required. Such insurance shall also provide coverage for Exhibitor's contractual

obligations to defend, indemnify, and hold harmless, as stated in the Agreement. Blue 52 Productions, LLC and SourceOne Events shall be added as an additional insured to such insurance. Exhibitor's agrees to provide Show Management a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Exhibition, set-up, and tear-down and that Blue 52 Productions, LLC and SourceOne Events have been listed as an additional insured.

- Force Majure. In the event that the Expo hall or outdoor expo space is damaged or destroyed by fire, flood, or any other cause or circumstance that makes it unreasonably difficult for Show Management to permit Exhibitor to occupy the assigned space during any part or the whole of the Expo, then during such circumstances, Show Management, the Hilton El Conquistador, and their respective privies will be released and discharged from the obligation to supply space, and Exhibitor will be reimbursed for proportionate share of the booth rental previously received by Blue 52 Productions from Exhibitor. Blue 52 Productions reserves the right to cancel, re-name, or relocate the Expo or change the dates on which it is held in such circumstances. If Blue 52 Productions reschedules show within 90 days or a 2 hour drive of Tucson, AZ, no refund will be due Exhibitor and Blue 52 Productions will assign the Exhibitor a new space. In such case, Exhibitor agrees to use such space under the terms of this agreement.