

EXHIBITOR CONTRACT TERMS & CONDITIONS

PRINTING United (“Event”) is produced by The Specialty Graphic Imaging Association (SGIA) with newly acquired NAPCO Media (“**Show Management**”). The Event is scheduled to be held at the Georgia World Congress Center in Atlanta, GA (“**Facility**”) on Oct. 21-23, 2020. “**Exhibitor**” means, collectively, the entity that is applying to exhibit at the Event, the authorized representative (“**Representative**”) of that entity who is executing the exhibit contract on its behalf and, where applicable, that entity’s officers, employees, contractors and agents.

- 1. GDPR.** By contracting to exhibit at PRINTING United, you have opted in to receive emails from PRINTING United (and our official vendors) about our events, products, services and Event related logistics. We do not share, sell, or rent email addresses. Each communication from SGIA/ PRINTING United will come with a link to unsubscribe or modify your preferences. The new European Union General Data Protection Regulation (GDPR) provides protection of natural persons with regard to the processing of personal data and on the free movement of such data, effective May 25, 2018. GDPR sets new standards and compliance requirements for every company that holds or processes personal data. Show Management is committed to high standards of information security, data privacy, and transparency, and to managing data in accordance with legislation and regulation, including but not limited to GDPR. Show Management attests that it will comply with applicable GDPR regulations, and we encourage our exhibitors to become familiar with GDPR and to adapt their business processes, data management practices, and integrations to meet their GDPR obligations. Questions can be directed to privacydata@sgia.org.
- 2. Effectiveness.** This contract becomes binding once the Exhibitor’s application has been accepted by Show Management. Show Management reserves the right to reject applications with or without cause if in the best interests of the Event. By signing the exhibit space contract, the individual signing this contract represents and warrants that he/ she is duly authorized to execute this binding contract on behalf of named exhibitor. Show Management does not accept responsibility for the authorization (or lack of authorization) of the representative.
- 3. Membership; Eligibility.** Exhibitor shall maintain membership with SGIA during the entire period from application through the Event. Alternatively, if the Exhibitor does not wish to be a member, they may choose to pay a non-member fee of \$800 but would not receive exclusive member benefits. Exhibitor shall only exhibit or promote products or services that pertain to the business printing industry.
- 4. Exhibit Space Assignment.** Upon acceptance by Show Management, Exhibitor will be assigned exhibit space in accordance with the procedures established by Show Management. Exhibitor will not be assigned space until the exhibitor has been qualified and a contract has been signed and received. Show Management reserves the right to modify or relocate Exhibitor’s space at any time if in the best interests of the Event. Exhibitor acknowledges that this contract, including its cancellation provisions, will remain effective even if Show Management exercises its right to modify or relocate Exhibitor’s space.
- 5. Payment Policy.** Payment in full is encouraged. Exhibitors must pay a 10% deposit due within (7) business days of submitting a signed contract, with the remainder of the deposit of 40% (equal to 50% of the booth lease fee) paid by January 15, 2020. Exhibitors must pay 50% of their total contracted booth space if the contract is executed between January 15, 2020 and June 15, 2020. The balance of the full booth fee is due by June 15, 2020. Total booth fee must be enclosed with any contract executed on or after June 15, 2020. (Nonmembers must pay a \$800 additional nonmember fee for space leased. The full \$800 must be included with the fees due).
- 6. Cancellation. Please see number 27 for cancellation addendum added March 20, 2020.** Requests to cancel or reduce space from Exhibitor must be submitted in writing. The parties acknowledge that the actual damages likely to result from Exhibitor’s cancellation or space reduction are difficult to estimate on the date of this contract and would be difficult for Show Management to prove. Therefore, the parties intend that Exhibitor will remain



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liable for the cancelation fees as outlined, depending on date of cancelation as liquidated and agreed upon damages and not as a penalty.

The Association shall retain as liquidation damages for cancellations the following amounts:

Prior to November 15, 2019	No Penalty
November 16, 2019 – March 15, 2020	25% of total space price
March 16, 2020 – July 15, 2020	50% of total space price
After July 15, 2020	100% of total space price

- 7. **Badge Registration.** Show Management will define the “Official Hours,” during which all individuals attending the Event must be registered and in possession of a valid Event badge. Upon full payment of all fees due under this contract, Exhibitor will receive an allotment of complimentary registrations as specified by Show Management. Complimentary registrations may be used to register Exhibitor’s officers, employees, contractors, agents or guests. Additional registrations may be purchased at a fee determined by Show Management.
- 8. **Publicity.** Show Management may list Exhibitor’s name, trade names, product names and Representative’s name and contact details in promotional materials. Show Management may photograph or otherwise record Exhibitor’s space, booth and personnel and use such photographs or recordings for any purpose. Exhibitor acknowledges that Show Management and its partners may photograph or otherwise record any person who attends the Event and, without any further notification, may use such photographs or recordings for any purpose. Exhibitor badges, exposition advertising, listings in the Buyers Guide, etc., must carry only the name of the exhibiting company as shown on the contract. Likewise, the exhibiting company’s Association membership must be in the same name as shown on the Exhibit Contract, or else the supplemental nonmember fee is required.
- 9. **Sharing; Assignment.** Exhibitor shall not assign, share or sublet its assigned space without the written consent of Show Management. Show Management may allow Exhibitor to share its space with another entity (that entity, a “Co-Exhibitor”) if: (1) Co-Exhibitor meets any requirements of Show Management, including those regarding membership; (2) Exhibitor and Co-Exhibitor each complete any required forms and pay the applicable fee; and (3) Exhibitor and Co-Exhibitor have an established business relationship. Interested parties should request further information on this from Show Management.
- 10. **Exhibit Space Operation.** Exhibitor shall install and occupy its space in accordance with the rules and timeline specified in the Exhibitor Service Kit. Exhibits must be designed and operated in a professional manner that respects the rights of other exhibitors and attendees, complies with the applicable provisions of the Americans with Disabilities Act and similar regulations and does not conflict with reasonable standards of decorum. All booths display materials and demonstrations must be confined within Exhibitor’s space and must not interfere with aisle traffic at any time. Direct selling at the Facility is strictly prohibited. Exhibitor shall obtain the written permission of Show Management and Facility before performing any activity that may conflict with Facility’s insurance policy. Exhibitor shall not distribute any advertising or promotional materials at the Event, except from Exhibitor’s space or with the written consent of Show Management or paid sponsorship. Exhibitor shall obtain any necessary rights prior to playing, performing or displaying any work protected by copyright.
- 11. **Solicitors.** Exhibits in any location other than prescribed areas on the floor plan, such as hotel room exhibits, etc. are not permitted. Soliciting of business will be permitted by exhibitors only. Distribution of advertising matter, soliciting of orders or any conference in the interest of business by representatives of firms not a part of the



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Convention is strictly forbidden. Advertising and sales promotion materials may be distributed only from your booth at the Convention Center. No material may be placed on session seats, attached to walls, ceilings, woodwork, etc. of the convention facility, or left at the convention registration desk or in public places within the convention facility or on Convention Center property. Advertising materials, banners, blimps, hot-air balloons, vehicles carrying corporate identity or convention-related messages, etc. will not be permitted on or near the exterior of the convention facility. Robots, clowns, and similar are permitted but their use is confined to the exhibitor's leased space.

- 12. Suitcasing Policy.** What is **Suitcasing**? **Suitcasing** is a parasitic business practice in which unethical companies will gain access to an event by obtaining some type of event credential (attendee badge, expo-only badge, etc.) and then solicit business in the aisles or other public spaces used for the conference.

Show Management's objective is to do everything legally possible to protect exhibitors from suitcasing. This suitcasing policy must be observed at all times. Violation may result in any or all of the following actions at the discretion of Show Management: Closure of your booth, Loss of participation in the priority booth selection event, and/or Exclusion from future shows.

Specific rules that apply:

Do not enter or loiter around the booth of the other party.

Do not harass or antagonize the other party.

Do not remove anything from any exhibitor's booth.

Do not register or give a badge to anyone not qualified to be in the Event.

Do not take pictures or hire outside photographers.

Due to intellectual property laws, photography of any kind is strictly forbidden on the trade show floor.

Show Management has created a Suitcasing Prevention policy team that will be available from the start of the Event to the conclusion of the Event and respond to all complaints regarding suitcasing. The team will be trained on what to look for and the appropriate factors to determine if there is an issue, the Suitcasing Prevention policy Team will review complaints regarding suitcasing.

Review each complaint off the show floor and take appropriate action, including removal from the show floor.

Levy penalties for violations, up to and including suspension from participation in future shows.

If you have a pending dispute regarding suitcasing at the Event, then you should consider the following:

Prior to the Event: If you feel there is a reasonable risk of a problem involving suitcasing, notify Rachel Thomas prior to arrival (exhibit@printingunited.com or 703.359.1379). Onsite: If you suspect another company of suitcasing, report it to Rachel Thomas by text message (724.866.9990) or email (exhibit@printingunited.com). Alternatively, you may report it to her or Jana McWilliams in person at the Show Management/ Booth Sales Office. Someone from Show Management will come to your booth immediately.

Show Management will take one of the following actions:

Upon receipt of a complaint from an exhibitor, Show Management will review the complaint with the exhibitor. Show Management will confer with other members of the Suitcasing Prevention policy team to investigate the



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complaint and determine what action may be taken, including meeting with the company that is accused of suitcasing. Actions will include:

Remove anyone found violating the suitcasing policy; or if deemed advisable, Show Management will attempt to bring the accuser and alleged violating party together in a meeting in the Show Management Office in an attempt to resolve the matter; or issue a warning if appropriate; or take no action if it is determined there is no action necessary.

If the Suitcasing Prevention policy team determines that a complaint is valid, but the violator refuses to attend such a meeting or leave the show floor, then that party/company will be prohibited from exhibiting in or attending the next two shows.

- 13. Compliance with Laws; Facility Regulations.** Exhibitor shall comply with all national, state and local laws and all rules and regulations of each Facility, including any union labor work rules and fire and safety regulations. Exhibitor shall obtain all permits and approvals required to exhibit at the Event and is responsible for all taxes related to its activities at the Event.
- 14. Exclusive Services.** Show Management and each Facility have designated official contractors to perform certain services for Exhibitor (those services, as listed in the Exhibitor Service Kit, "Exclusive Services / Official Service Providers"). Exhibitor shall not use any other contractors to perform Exclusive Services.
- 15. Exhibitor Appointed Contractors.** Exhibitor may use a contractor not listed in the Exhibitor Service Kit (an "EAC") if: (1) the service to be performed by the EAC is not an Exclusive Service; (2) Exhibitor submits to Show Management a completed Intent to Use Exhibitor Appointed Contractor form naming the EAC; (3) the EAC submits to Show Management a completed Exhibitor Appointed Contractor application, agreeing to all the terms thereof, including insurance and indemnification requirements; and (4) the EAC has been approved by the Facility, where applicable. Exhibitor is responsible for ensuring these requirements have been met. Show Management may deny an EAC access to the Event when these requirements have not been met or when in the best interests of the Event. Show Management will not be responsible for any lost profits or any damages of Exhibitor that result. Each EAC may be required to provide evidence of compliance with insurance requirements and to secure a stand construction performance bond prior to move-in.
- 16. Children.** The Association further reserves the right to prohibit any arrangement of the exhibit that in its opinion may in any way cause danger to persons attending the exposition or any risk of injury to them. Show Management recommends children not attend the Event. Minors under 18 may attend the Event (1) only during Official Hours and (2) only if they (i) register and pay appropriate fees and (ii) are accompanied by an adult at all times.
- WAIVER WILL BE REQUIRED.**
- 17. Indemnification; Assumption of Risk.** Exhibitor shall indemnify Show Management and each Facility, and their parent and subsidiary companies, shareholders, officers, employees, agents and contractors, against all losses, damages, claims, demands, actions, penalties, judgments and liabilities (including court costs and reasonable attorneys' fees) that arise from any acts or omissions of Exhibitor or any of Exhibitor's EACs related to the Event, including, without limitation, any activities they may be conducting at the Event, or from any breach by Exhibitor of any term of this contract. Exhibitor assumes full responsibility for any risk of bodily injury, death or property damage or loss arising out of or related to Exhibitor's participation at the Event, whether caused by negligence, intentional act or otherwise. The parties intend that this indemnification and assumption of risk be construed as broadly as permitted by law. The Exhibitor Service Kit may contain additional insurance requirements. Evidence of insurance meeting the requirements of this section must be furnished to Show Management upon request and



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must be available at the Facility during the Event. Exhibitor acknowledges that the requirements of this section in no way limit the liability of Exhibitor.

- 18. Waiver of Liability.** Under no circumstances will Show Management be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages of Exhibitor, regardless of whether such losses or damages were foreseeable, or Show Management was informed of the possibility of such losses or damages. The maximum liability of Show Management under any circumstances will not exceed the exhibit fee actually paid by Exhibitor to Show Management.
- 19. Cancellation of Event.** If Show Management cancels the Event due to circumstances beyond its reasonable control, then it shall refund to Exhibitor the amounts paid under this contract, minus a share of the costs incurred by Show Management, in full satisfaction of liabilities to Exhibitor. If Show Management cancels the Event for any other reason, then Show Management shall refund to Exhibitor the amounts paid under this contract, in full satisfaction of liabilities to Exhibitor. No cancellation will be deemed to have occurred, and no refund will be due to Exhibitor, if Show Management reschedules the Event for dates within one week of the originally scheduled dates or selects a different exhibit facility within the same metropolitan area.
- 20. Violations.** Upon the violation by Exhibitor of any of the terms of this contract, Show Management may take one or more of the following actions: (1) require modifications to Exhibitor's booth or space at Exhibitor's expense; (2) cancel Exhibitor's exhibit space assignment; (3) declare Exhibitor ineligible for priority lotteries at future events produced by Show Management; or (4) disqualify Exhibitor from exhibiting at future events produced by Show Management. These remedies are illustrative only and do not limit any remedies described elsewhere in this contract or otherwise available by law.
- 21. Severability.** The parties intend that, if any provision of this contract is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable and the rest of the contract will remain in effect as written.
- 22. Representative; Communications.** Show Management shall direct communications related to the Event, including notices under this contract and additional rules and regulations, to the Representative by email, mail or hand delivery. Notices from Exhibitor to Show Management, including the designation of a new individual as Representative, must be sent by email to exhibit@printingunited.com, by mail or overnight carrier to SGIA, Attn. Exhibit Services, 10015 Main Street, Fairfax VA 22031, USA or by hand delivery.
- 23. Rules and Regulations.** Show Management or a Facility may adopt or amend rules and regulations governing the Event at any time. Such rules and regulations, including those found on Show Management's website and in the Exhibitor Service Kit, are an integral part of this contract and are incorporated herein by reference.
- 24. Waiver; Entire Agreement.** No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation. This contract, including any additional rules or regulations adopted by Show Management in accordance with section 23, constitutes the entire understanding between the parties with respect to the subject matter of this contract and supersedes all other agreements, whether written or oral, between the parties.
- 25. Governing Law.** The laws of the state of Virginia, without giving effect to its principles of conflicts of law, govern all matters arising out of this agreement or Exhibitor's participation at the Event.



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26. Statutory Limitations Relating to Claims Generally. All claims regarding an alleged liability must be reported to SGIA for consideration and review and are subject to a 60-day statute of limitations. To satisfy the statutory limitations, a claim must be received by SGIA, by email to exhibit@printingunited.com or by certified letter delivered to SGIA at 10015 Main St., Fairfax VA 22031 within 60 days from the date the claim accrued, which is the day on which the event that caused the alleged liability is deemed to have occurred. The claimant is responsible for proving that the claim was filed within the applicable statute of limitations and must provide supporting documents, photographs, witness statements and any other pertinent information with the detailed claim.

27. PRINTING United Exhibitor Contract Terms & Conditions Addendum. Whereas, the United States and the world are facing an unprecedented global pandemic, and whereas, PRINTING United wants to assure Exhibitors that we understand your concerns and are willing to share the risk with you during this unfolding crisis, Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

All terms used in this Addendum shall have the same meaning assigned to those terms in the PRINTING United Exhibitor Contract Terms & Conditions.

Paragraph #6 of the PRINTING United Exhibitor Contract Terms & Conditions, labeled "Cancellation," is hereby amended to include the following additional language:

The standard cancellation liquidated damages table set forth above shall not be applicable if Exhibitor cancels because it is subject to a documented, company-wide travel ban or subject to a documented Federal, State or City of Atlanta travel ban that is in effect on or after Monday, September 7th, 2020, specifically as a result of the novel coronavirus (COVID-19) pandemic. In such event, Exhibitor may choose either of the following two options, in its sole discretion:

A full refund of all exhibit space payments which have been received by Show Management as of that date, or The ability to roll over those exhibit space payments to the 2021 PRINTING United show. Exhibitors choosing this option will receive 2021 exhibit space at 2020 exhibit space pricing and will additionally receive a 5% discount. 2021 exhibit space requested by Exhibitor in excess of the size of Exhibitor's 2020 reserved exhibit space, will be billed at the full 2021 pricing for exhibit space. If Exhibitor reserves a smaller 2021 exhibit space, the 5% discount will only apply to the actual 2021 exhibit space reserved.

All other terms and conditions of the PRINTING United Exhibitor Contract Terms & Conditions and Rules & Regulations shall remain in full force and effect as written.

**PLEASE REFERENCE THE EXHIBITOR SERVICE KIT FOR FURTHER DETAILS.
TERMS AND CONDITIONS SUBJECT TO CHANGE.**

Any person who attends an SGIA organized convention, conference, seminar or other program grants permission to SGIA, its employees and agents (collectively "SGIA") to record his or her visual/audio images, including, but not limited to, photographs, digital images, voices, sound or video recordings, audio clips, or accompanying written descriptions, and, without notifying such person, to use his or her name and such images for any purpose of SGIA, including advertisements for SGIA, PRINTING United and its programs.