

The **2024 PRINTING United Expo (Show)** is owned, produced, and managed by the **PRINTING United Alliance (Alliance)**, **PRINTING United, LLC** and **NAPCO Media, LLC (NAPCO)** (individually and collectively, the **Show Management**). The Show is scheduled to be held at the Las Vegas Convention Center, LVCC (**Facility**) on September 10-12, 2024. The exhibit halls (**Exhibit Halls**), parking lots, air space and grounds of the Facility and designated areas of partner hotels are hereinafter referred to as the **Exhibit Areas**. **Exhibitor** means, collectively, the entity that is applying to exhibit and/or is exhibiting at the Show, the authorized representative of that entity who is executing the online application to exhibit at the Show (the **Exhibit Space Rental Application or Application**) on its behalf (**Representative**) and, where applicable, that entity's officers, employees, contractors, agents and affiliates. Show Management and the Exhibitor may be referenced herein individually as a **Party** and collectively as the **Parties**.

By executing the online Exhibit Space Rental Application, Exhibitor is agreeing to be legally bound by the terms of the Exhibit Space Rental Application, and these Exhibitor Contract Terms and Conditions (**Exhibitor Contract Terms and Conditions**), (collectively the **Exhibitor Contract**) and Exhibitor is additionally agreeing to comply with all posted rules and regulations governing the participation of all Exhibitors at the Show including, but not limited to, those listed in Section 2 below. The Exhibitor Contract shall become binding automatically when Exhibitor's Exhibit Space Rental Application is accepted by Show Management. Show Management reserves the right to reject applications with or without cause if in the best interest of the Show in Show Management's sole discretion. The individual signing the Exhibit Space Rental Application represents and warrants that he/she is duly authorized to execute the Exhibit Space Rental Application and these binding Exhibitor Contract Terms and Conditions, on behalf of the named Exhibitor. Show Management is not responsible for vetting or otherwise confirming the authorization of the individual executing the Exhibit Space Rental Application on behalf of a named Exhibitor.

## 1. Show Objective

The PRINTING United Expo focuses on the opportunities presented by the convergence of printing technologies and markets, and covers print and finishing technologies in industry segments from garment to graphic, packaging to commercial, and industrial. The objective of the Show is to convey all components of integrated solutions. The Show is only open to members of the printing trade, with all Exhibitors required to be qualified to participate as set forth in the Membership and Eligibility Section below.

## 2. Rules and Regulations (all of the following are collectively the Rules and Regulations or R&Rs)

By executing the Exhibit Space Rental Application, Exhibitor also agrees to be bound by the following Rules and Regulations governing the Show, as the same may be modified from time to time at the discretion of Show Management and the Facility:

- a) Printing United Expo General Rules & Regulations,
- b) Printing United Expo Exhibit Rules & Specifications,
- c) the Exhibitor Service Manual, and
- d) any other rules, regulations, policies & guidelines enacted by Show Management, all of which are posted and may be accessed on [www.printingunited.com](http://www.printingunited.com)

The Exhibitor Contract and the R&Rs are hereinafter collectively referenced as the **Agreement** and together they constitute the complete agreement between Show Management and the Exhibitor. The Agreement shall be applicable to all activities conducted in an Exhibitor's leased space, as well as all other activities an Exhibitor conducts or sponsors relating to the Show, both onsite and pre-or-post Show, including without limitation, sponsorships, driving activities, feature vehicle displays, and training programs (collectively, the "**Activities**").

Show Management or the Facility may adopt new rules, regulations, policies and guidelines, or amend the existing R&Rs governing the Show at any time in their sole discretion if they determine that a change is in the best interests of the Show or the Facility. Such R&Rs, including those found on Show Management's website and in the Exhibitor Service Manual, are an integral part of this Agreement and are incorporated herein by reference. Failure to comply with



the R&Rs may result in an Exhibitor's removal from the Show at Show Management's discretion, and at Exhibitor's expense.

### 3. Membership Requirements and Eligibility to Exhibit

Exhibitors are required to maintain a fully paid active membership in the Alliance during the entire period from the date of Exhibitor's Exhibit Space Rental Application, through the last day of the applicable Show. Upon booking Exhibit Space for the applicable Show, Alliance membership dues will be added to the company's Exhibit Space invoice for the applicable Show year. The normal grace period for membership renewal does not apply to Exhibitors. Failure to maintain a fully paid active membership during the entirety of the applicable Show's cycle may result in the forfeiture of your assigned space(s) and your ability to exhibit during the Show, your removal from any Exhibitor listings and promotions, as well as omission from priority sales opportunities for future events, until such time as you are again a fully paid member in good standing. Only two Alliance membership levels are permitted to exhibit at the Show. An Exhibitor must possess either a "Corporate Consultant" or a "Corporate Supplier" membership level to exhibit. Individual members may not exhibit. The Exhibitor's Alliance membership must be in the same name as the name submitted on the Exhibit Space Rental Application. Membership dues are non-refundable. For more information about membership in the Alliance, including the current membership fees, please visit [www.printing.org/membership](http://www.printing.org/membership). The only exception to the Alliance membership requirement for exhibitors, is for media companies and association partners who have entered into barter agreements with the Alliance. The Alliance reserves the right to decline membership applications from any individual or organization in its sole discretion.

Exhibitors shall only exhibit or promote products or services that are directly related to the business of the printing industry. Show Management reserves the right to determine the eligibility of Exhibitors for inclusion in the Show prior to, or after, submission of the Exhibit Space Rental Application in its sole discretion and to deny Exhibit Space Rental Applications for products/services that do not relate to the industry. Show Management will determine the appropriateness of products to be exhibited by their distinctive characteristics or performance capability. Show Management also reserves the right to prohibit display or advertisement of products at any time if display or advertisement of such products would not meet Show objectives or would cause Exhibitor to be in violation of this Exhibitor Contract or the R&Rs.

### 4. Exhibit Space Assignment

Upon acceptance by Show Management, Exhibitor will be assigned specific exhibit space (the **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 the Exhibitor Contract has been signed and received. The Assigned Exhibit Space is for the period of this Show only and does not imply that same or similar space will be held or offered for future shows. Show Management reserves the right to modify or relocate Exhibitor's Assigned Exhibit Space at any time if in the best interests of the Show, including, but not limited to, booth space moves that may be required by the Fire Marshall or other third parties, moves to maintain the overall look and feel of the Show (to prevent isolated booths), or for such other reasons as may be reasonably determined by Show Management, but if Show Management deems it necessary to completely relocate an Exhibitor's Assigned Exhibit Space after

execution of Exhibitor Contract, the move will be made in consultation with the Exhibitor, and reasonable efforts will be made to address the Exhibitor's concerns. Show Management also, to optimize the experience of the attendees and exhibitors and to provide for diversity of booth size in desired locations, reserves the right to limit certain booth sizes and configurations in areas designated by Show Management (e.g. grouped inline booths to form a single booth). Designations and limitations are at the discretion of Show Management in order to act in the best interests of the Show.



Exhibitor acknowledges that this Exhibitor Contract, including its cancellation provisions, will remain effective even if Show Management exercises its right to modify or relocate Exhibitor's Assigned Exhibit Space. Only current Exhibitors are eligible for the following year's priority exhibit space selection in advance of the next year's event.

Show Management will have complete discretion regarding whether to allow multiple exhibit space reservations by a single exhibitor.

## 5. Exclusive Services

Show Management and each Facility have designated official contractors to perform certain services for Exhibitor. Those services are listed in the Exhibitor Service Manual as **Exclusive Services / Official Service Providers**, and are listed in the Service Provider Policy at [www.printingunited.com](http://www.printingunited.com). Exhibitor shall not use any other contractors to perform Exclusive Services. Show Management will not be held responsible for any losses an Exhibitor may incur for failure to comply with Exclusive Services.

## 6. Exhibitor Liability and Other Insurance Requirements

Exhibitors are required to carry occurrence based general liability insurance, from insurers with an AM Best rating of A VIII or better, consisting of the following types, in the following amounts/limits (all listed in U.S. dollars):

\$2,000,000 General Aggregate  
\$1,000,000 Products – Completed Operations Aggregate  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each occurrence  
\$300,000 Fire Damage (any one fire)  
\$5,000 (any one person)

Exhibitor's insurance must include a waiver of subrogation rights against Show Management, unless prohibited by law or where Show Management has liability. The coverage types/amounts are also confirmed in the Exhibitor Service Manual on the Sample Insurance Certificate, and must be obtained at the Exhibitor's expense. All Exhibitors must submit a copy of your certificate of insurance (**COI**) confirming the above types/limits of coverage to Rainprotection Insurance within 60 days of executing your Exhibitor Contract and no later than 60 days prior to the first day of move-in. Additionally, please make sure you bring a copy of your COI to keep in your Assigned Exhibit Space. Please note that Exhibitor liability insurance is separate from **Exhibitor Appointed Contractor (EAC)** insurance which also needs to be submitted pre-Show, at least 60 days prior to the first day of move-in.

Exhibitor's insurance must be maintained throughout the term of the Exhibitor Contract and must cover against claims for bodily injury, death and property damage occurring in or upon or resulting from the use of the Facility or

the Exhibit Areas. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability.

**Such insurance shall name the PRINTING United Alliance, the PRINTING United, LLC, NAPCO Media, LLC, the Las Vegas Convention Center (LVCC) and Shepard Expo Services as additional insureds, and the coverage must be primary and not contributory.** Workers Compensation and Occupational Disease Insurance shall be in full compliance with all federal and state laws, covering all the Exhibitor's employees engaged in the performance of any work for and/or by the Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to and from the confines of the Exhibit Halls and during the Show. Exhibitors should be able to add the required Show insurance coverage to an existing insurance policy. The Exhibitor Show insurance coverage must be effective from the Show move-in date through the Show move-out date, as opposed to only the dates the Show is officially open. Please contact your insurance company directly. A sample policy outlining coverage amounts is available in the Exhibitor Service Manual, or in advance upon request.



All Exhibitors are responsible for ensuring that all of your merchandise, display equipment and materials are fully covered against fire, theft and all hazards while in transit to and from your space and for the duration of the Show. After materials are released by the freight line, the line is not responsible for condition, count or contents, until such time when the materials are again picked up for removal after the close of the Show. All orders received by **Shepard Exposition Services** (the **Show General Contractor**) prior to removal of materials are subject to final count and correction made at time of actual removal. The handling of loose exhibit materials or those inadequately packed will be done at Exhibitor's risk. Neither the Show General Contractor, Show Management, nor the Facility is responsible for damages to such materials, nor will any of the above be responsible for concealed damages of material arriving and departing in cases, crates, cartons, packages, etc. All materials arriving at the warehouse must arrive prepaid, and actual weights must appear on Bills of Lading. Exhibitors are responsible for their individual exhibits during hours when the Exhibit Halls are open. Show Management will have security guards on duty and will make reasonable efforts to safeguard the property of all Exhibitors; however, neither Show Management, the Show General Contractor, nor the Facility assumes any liability for loss, and Exhibitors are requested to take normal precautions at all times. Exhibitors can hire security guards for their Assigned Exhibit Space through the Exhibitor Service Manual. The Show Security vendor is considered an exclusive service. Exhibitors should check the Exhibitor Service Manual for ordering details.

Other than as caused by their gross negligence or intentional misconduct, neither the PRINTING United Alliance, PRINTING United, LLC, NAPCO Media, LLC, the Las Vegas Convention Center (LVCC), Shepard Exposition Services, or any other contracted vendors of the Show or their agents or employees shall be responsible for any loss, theft, or damage to the property of the Exhibitor or its employees or representatives. If the Exhibitor's materials fail to arrive, the Exhibitor is nevertheless responsible for all amounts due. **The Exhibitor understands that none of the organizers or sponsors of the Show (including, but not limited to, Show Management and Show General Contractor), maintain insurance covering the Exhibitor's property, and it is the sole responsibility of the Exhibitor to obtain such insurance.**

The Exhibitor Service Manual may contain additional insurance requirements. Evidence of insurance (COIs) meeting the requirements of this section must be furnished to Show Management upon request and 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.

## **7. Assigned Exhibit Space Operation**

Exhibitors can purchase exhibit space in 10-foot increments. Exhibitors may have the opportunity to purchase additional space such as aisle space if needed. Main Aisles will always remain in control of Show Management and will not be sold. The aisles and other exhibit spaces in the Show not leased to Exhibitors shall be under the control

of Show Management. Show Management controls the hours during which the Show is open and when Exhibitors can access the Exhibit Halls. Exhibitors must comply with the hours set by Show Management during which the Show is open.

Exhibitor shall install and occupy its Assigned Exhibit Space in accordance with the R&Rs and timeline specified in the Exhibitor Service Manual. Items within the Assigned Exhibit Space that will be a part of conducting business and visible to attendees (the **Exhibit Space Display Materials**) 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 Exhibit Space Display Materials and demonstrations must be confined within Exhibitor's Assigned Exhibit 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 Show, except from Exhibitor's Assigned Exhibit 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, trademark or any other intellectual property right.

**8. Badge Registration**

Show Management will define the **Official Hours**, during which all individuals attending the Show must be registered and in possession of a valid Show badge. Upon full payment of all fees due under this Exhibitor 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. Exhibitor badges, Expo advertising, listings in the Online Directory, etc., must carry only the name of the Exhibitor as shown on the Exhibitor Contract.

**9. Cancellation or Reduction of Assigned Exhibit Space**

Requests from Exhibitor to cancel or reduce Exhibitor’s Assigned Exhibit Space 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 Exhibitor Contract and would be difficult for Show Management to prove. Therefore, the parties intend that Exhibitor will remain liable for the cancelation and space reduction fees as outlined below, depending on date of cancelation or reduction, as liquidated and agreed upon damages, and not as a penalty.

Cancellation fees are set forth in the table below. Assigned Exhibit Space reduction fees will be calculated based on the amount of square footage being released using the following formula:

X square feet reduction in space times the per square foot price tier of the space being released = \$Y

\$Y times the % cancellation fee (based upon date from table below) = \$Z would be the reduction fee

<b>Prior to December 15, 2023</b>	<b>No Fee</b>
<b>December 16, 2023 – March 4, 2024</b>	<b>25% of total space price</b>
<b>March 5, 2024 – June 3, 2024</b>	<b>50% of total space price</b>
<b>After June 3, 2024</b>	<b>100% of total space price</b>

**10. Cancellation of Show**

If Show Management cancels the Show due to circumstances beyond its reasonable control, then it shall refund to Exhibitor the amounts paid under this Exhibitor Contract, less a 10% administrative fee to be applied toward the costs and expenses incurred by Show Management, in full satisfaction of liabilities to Exhibitor. If Show Management cancels the Show for any other reason, then Show Management shall refund to Exhibitor the amounts paid under this Exhibitor 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 Show for dates within one week of the originally scheduled dates or selects a different exhibit facility within the same metropolitan area.

**11. Compliance with Laws; Facility Regulations**

Exhibitor shall comply with all federal, state, and local laws and all rules and regulations governing each Facility and the Exhibit Areas, including any union labor work rules and fire and safety regulations. Exhibitor shall obtain all permits and approvals required to exhibit at the Show and is responsible for all taxes related to its activities at the Show. The Exhibitor will not do or permit to be done in, upon or about the Assigned Exhibit Space, the Facility or the Exhibit Areas, or bring or keep anything therein, which will in any way conflict with the regulations of the fire, police, or health



department or with the rules, regulations, by-laws or ordinances of any governmental authority having jurisdiction over the premises or the business conducted therein.

**12. Copyrights, Trademarks and all other Intellectual Property (Music, Photographs, Performances, Literary and Artistic Works, Names, Logos, Software, etc.) - WARRANTY AND INDEMNIFICATION**

Exhibitor warrants that in the performance of this Agreement it will not infringe any intellectual property rights, including, but not limited to, trademarks, copyrights, patents, trade secrets, right to privacy and right to publicity rights, nor any other rights of any person. Exhibitor warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing artist or group or any other property protected by trademark, nor any other intellectual property not owned by Exhibitor will be performed (live or recorded), reproduced or used incident to the Exhibitor's participation in the Show, unless the Exhibitor has obtained written permission from the copyright or trademark or intellectual property owner or applicable performing rights organization (BMI, ASCAP or SESAC, etc.) and that Exhibitor will not infringe upon any statutory, common law or other rights of the owners of such material. Exhibitor acknowledges that it acts under this Agreement as an independent contractor, charged with the responsibility, in its sole discretion, for selection, performance, reproduction and use of any musical, literary and artistic works in its Assigned Exhibit Space as it deems appropriate, and that it will maintain strict compliance with all laws respecting copyrights, trademarks and all other intellectual property.

Exhibitor agrees to indemnify, save and hold harmless Show Management, the Show General Contractor, and the Facility and their parent and subsidiary companies, shareholders, directors, officers, agents, employees, contractors and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights, royalties and any other fees due or incurred by reason of Exhibitor's performance, reproduction or use (live or recorded) of any musical, literary or artistic works or any other property protected by copyright or the name of any performing artist or group, or any other property protected by trademark, or the use of any other intellectual property not owned by Exhibitor, in Exhibitor's Assigned Exhibit Space.

Show Management respects the ownership rights of all creators of intellectual property. We encourage you to protect your rights by using every tool available through the U.S. legal system for the protection of your IP rights, including the registration of your trademarks and copyrights. Show Management cannot be the arbiter of IP disputes between Exhibitors. If you believe that an Exhibitor is infringing upon your IP rights, we encourage you to retain counsel and use the U.S. legal system to prove your case and achieve the termination of any and all infringement of your IP ownership rights through the courts.

**CONSENT TO RECORD & DISTRIBUTE YOUR AUDIO, IMAGES & VIDEO**

Exhibitors and attendees understand that Show Management and its authorized representatives and those registered for the Show as members of the trade press, may conduct interviews and may take photographs and/or video and may also stream the various aspects and activities of the Show for both archival and promotional purposes.

All attendees, by attending the Show, including, but not limited to, Exhibitors, Sponsors, and contractors, hereby grant Show Management and its authorized representatives, the right and permission, without notification or compensation, to use your name, likeness, biographical information, voice, audio clips, the content of any interview, image, digital image and/or photograph or video, and any other recording of you of any nature or type, and any other indicia of persona (**Persona** created, taken or recorded in association with the Show, or to refrain from doing so, in any manner or media, whether existing now or hereafter developed (including without limitation the World Wide Web and the internet), worldwide, for trade, advertising and/or promotional purposes. Show and/or Exhibitor photos and recordings cannot be copied, altered, sold, exhibited, or further distributed without prior written consent from PRINTING United. Show Management retains the right to revoke consent at any time for any reason.



Show Management retains the right to use an Exhibitor's name, logo(s), trade name, etc. in any and all promotional materials.

### **13. Indemnification, Assumption of Risk and Waiver of Liability**

Exhibitor is aware that international print equipment trade shows, consuming hundreds of thousands of square feet of convention hall open space, with thousands of tons of heavy equipment shipped in from around the world, all presented under one roof, with all of the associated rigging and signage and cables, both ground based and suspended from the ceiling, coupled with tens of thousands of attendees, carries certain inherent risks.

Despite taking every reasonable precaution, it will be impossible for Show Management, the Facility or the Show General Contractor to eliminate all associated inherent risks to Exhibitors and attendees, which will include the staff of Show Management, the Facility and the Show General Contractor. Unless due to the gross negligence or intentional misconduct of Show Management, the maximum liability of Show Management under any circumstance will not exceed \$10,000 or the exhibit space lease fee actually paid by Exhibitor to Show Management, whichever is greater.

To the maximum extent permitted by law, under no circumstances will Show Management, the Show General Contractor or the Facility 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.

Exhibitor shall indemnify, defend, save and hold harmless, the PRINTING United Alliance, NAPCO Media, LLC, PRINTING United, LLC, the Show General Contractor, the Facility, and their respective parent and subsidiary companies, shareholders, officers, directors, employees, agents and contractors (**PRINTING United Indemnitees**), 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 Show, except to the extent liability is caused by the gross negligence or intentional misconduct of Show Management. Exhibitor shall also indemnify the PRINTING United Indemnitees against the costs and expenses incurred by same for any breach by Exhibitor of any material term of this Agreement.

By exhibiting at and attending the Show, Exhibitor confirms that, except to the extent caused by the gross negligence or intentional misconduct of Show Management, or as otherwise specifically limited by the terms of this section, it accepts the risk of bodily injury, death, or property damage or loss, arising out of or related to Exhibitor's participation in the Show, whether caused by the negligence, intentional acts or otherwise, and agrees that it is responsible for obtaining all desired insurance to cover the potential consequences of exhibiting at, and attending, the Show.

The Parties intend that this indemnification, assumption of risk and waiver of liability be construed as broadly as permitted by law.

### **14. Payment Policy**

The first 10% of the Assigned Exhibit Space price and all applicable Alliance membership dues will be due at signing. The next 40% (total amount paid should equal 50% including the 10% deposit) will be due on or before January 15, 2024. The final 50% payment will be due on or before June 10, 2024. The total Assigned Exhibit Space fee must be enclosed with any contract executed on or after May 10, 2024.

Due to PCI Compliance, Show Management does not store credit card or bank information, thus, we do not auto charge your account on the dates outlined above. While Show Management does not automatically charge or process payments on a payment plan, exhibitors are able to make payments in smaller amounts provided they hit the target



deadlines outlined above on their Exhibitor dashboard through our vendor Map Your Show. Please note that we cannot refund the 3% (or any other) convenience fee for any payments made via credit card.

Show management reserves the right to cancel any Assigned Exhibit Space of any Exhibitor that is delinquent on payments.

### **15. Publicity**

Show Management may list Exhibitor's name, trade names, logo(s), product names and Representative's name and contact details in promotional materials. Show Management may photograph or otherwise record Exhibitor's space, exhibit display 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 Show and, without any further notification, may use such photographs or recordings for any purpose.

### **16. Sharing; Assignment**

Exhibitor shall not assign, share, or sublet (including allowing outside parties to actively sell from your booth) its Assigned Exhibit Space without the written consent of Show Management. Assisting any party with suitcasing is also prohibited. Suitcasing is a parasitic business practice in which unethical companies will gain access to the Show 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 Show. **Exhibitors aiding or assisting suitcasing by permitting unauthorized companies or individuals to use their Assigned Exhibit Space, will also be deemed to be suitcasing, and will expose themselves to the possibility of losing their Assigned Exhibit Space and the closure of their exhibit, with no refund of any fees paid, or compensation for any expenses incurred, to exhibit at the Show.** Show Management may allow Exhibitor to share its space with another entity (a **Co-Exhibitor**) if: (1) Co-Exhibitor meets any requirements of Show Management, including those regarding membership and minimum space requirements; (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 from Show Management. Co-exhibitors are not eligible to participate in the early priority exhibit sales event for the following year in advance of the Show. To be eligible for participation in the priority exhibit sales event in advance of the next show, an Exhibitor would need to have their own exhibit space.

### **17. Solicitors**

Exhibits in any location other than an Exhibitor's Assigned Exhibit Space, 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 Show is strictly forbidden. Advertising and sales promotion materials may be distributed only from your Assigned Exhibit Space at the Facility. No material may be placed on session seats, attached to walls, ceilings, woodwork, etc. of the Facility, or left at the convention registration desk or in public places within the Facility or in the Exhibit Areas. 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 Facility without the prior written permission of Show Management. Robots, clowns, and similar are permitted but their use is confined to the Exhibitor's Assigned Exhibit Space. Helium balloons/blimps are not permitted in any Assigned Exhibit Space.

### **18. Off-Site Activities Prohibited During Show Hours**

Exhibitors shall not engage in any off-site activities during Show hours which are designed to, could be reasonably expected to, or which in practice do draw attendees away from the Show during Show hours whether for entertainment,





presentations, or demonstrations of off-site equipment, or otherwise, without Show Management's prior written permission. The focus of all Exhibitors during Show hours must be on the Show floor, on making their Assigned Exhibit Space an integral part of the Show, and on making a positive contribution to the overall success of the Show. Activities which draw attendees away from the Show during Show hours or which otherwise negatively impact the attendance at the Show during Show hours are forbidden.

While not applicable to Exhibitors, please note that companies which choose not to exhibit during a Show, but which coat tail on the success of a Show by hosting, co-hosting, sponsoring, advertising or attending off-site events in the area surrounding a Show, over the dates of a Show, will be subject to disciplinary action, including, but not limited to, the revocation of any/all staff or guest badges for the Show (without compensation for any associated expenses, including flights or hotel rooms), having priority registration or other future Show privileges revoked, and being barred from future participation in the Show, in the sole discretion of Show Management.

### **19. Exhibitor Appointed Contractors**

Exhibitor may use a contractor not listed in the Exhibitor Service Manual (an Exhibitor Appointed Contractor or **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 EAC form naming the EAC; (3) the EAC submits to Show Management a completed EAC 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 Show when these requirements have not been met or when in the best interests of the Show. 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.

### **20. Waiver; Entire Agreement**

No waiver of satisfaction of a condition or failure to comply with an obligation under this Exhibitor Contract and 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 Exhibitor Contract and Agreement, including any additional R&Rs or changes to existing R&Rs adopted by Show Management in accordance with section 2, constitute the entire understanding between the parties with respect to the subject matter of this Exhibitor Contract and Agreement and supersedes all other agreements, whether written or oral, between the parties.

### **21. GDPR**

By contracting to exhibit at the Show, you have opted in to receive emails from Show Management (and our official vendors) about our events, products, services and Show related logistics. We do not share, sell, or rent email addresses. Each communication from Show Management will come with a link to unsubscribe or modify your preferences. The 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 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@printing.org](mailto:privacydata@printing.org).



## **22. Governing Law**

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Illinois.

Any lawsuit, action, or proceeding relating to this Agreement must be instituted in the Federal Eastern District of Virginia or the state courts located in Fairfax County, Virginia. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

## **23. Violations**

Upon the violation by Exhibitor of any of the terms of this Exhibitor Contract or the Agreement, Show Management may take such disciplinary action as it deems necessary in its sole discretion, including, but not limited to: (1) require modifications to the Assigned Exhibit Space at Exhibitor's expense; (2) cancel Exhibitor's Assigned Exhibit Space; (3) declare Exhibitor ineligible for priority exhibit space selection events for future events produced by Show Management; or (4) disqualify Exhibitor entirely from exhibiting at future events produced by Show Management.

These remedies are illustrative only and do not limit any remedies described elsewhere in this Exhibitor Contract and Agreement or otherwise available at law.

## **24. 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.

## **25. Notices and Other Communications**

Show Management shall direct communications related to the Show, including notices under this Exhibitor Contract and Agreement and the additional R&Rs, to the Representative by email, by certified or registered U.S. mail, return receipt requested, via a nationally recognized courier service (FedEx, UPS, etc.) which provides delivery confirmation, or by hand delivery.

Exhibitor shall direct communications related to the Show, including notices under this Exhibitor Contract and Agreement and the additional R&Rs, including the designation of a new individual as Representative, to Show Management, by certified or registered U.S. mail, return receipt requested, c/o PRINTING United Alliance, Attn. Exhibit Services, 10015 Main Street, Fairfax VA 22031, USA, by email to [exhibit@printingunited.com](mailto:exhibit@printingunited.com), via a nationally recognized courier service (FedEx, UPS, etc.) which provides delivery confirmation, or by hand delivery,

Notices shall be deemed effective on the date delivered when delivered in person or by nationally recognized courier service, on the delivery date noted on the return receipt when sent by U.S. certified or registered mail, and on the date confirmed by reply email. Notices sent by either Party by any method other than email, must also be sent contemporaneously by email. Automated email responses (out of office, etc.) shall not be deemed confirmation of receipt of notices sent by email. "Written" and "in writing" shall include the contents of email communications.



## 26. Weapons

Fireworks, weapons, explosives, and firearms including replicas and/or toy weapons of all kinds are prohibited from every location associated with the Show, including without limitation, the Facility and the Exhibit Areas. This prohibition applies to the interior and the exterior of the Facility, including parking areas, and also applies to all vehicles and displays, whether the weapons are permanently or temporarily affixed. Any exceptions to this policy must be granted in writing by Show Management.

## 27. Hazardous and Combustible Materials

Harmful or noxious odors or fumes must be negligible and contained within Exhibitor's Assigned Exhibit Space. Hazardous and combustible materials and toxic waste are prohibited unless approved in writing by Show Management. Exhibitor is responsible for the proper care, handling, security, removal, and disposal of all hazardous and/or combustible materials or toxic waste entered or created upon Facility or Exhibit Areas by Exhibitor, as required by current Environmental Protection Agency or other applicable federal, state or local standards in effect at the time of occupancy. Disposal of hazardous and/or combustible materials or toxic waste must comply with all local, state, and federal laws. Exhibitor agrees to indemnify Show Management against all consequences of any violation by Exhibitor of the combustible and hazardous materials and toxic waste restrictions of this section.

Show Management hires an ink waste disposal company each year as an Exhibitor benefit and there is no additional charge to the Exhibitor to participate. Details regarding the company and disposal procedures will be outlined in the Exhibitor Service Manual.

## 28. Damages

Exhibitor shall yield the Assigned Exhibit Space back to the Facility at the conclusion of the Show in good condition and repair, ordinary wear and tear excepted. Any costs incurred by Show Management or the Facility to restore the Assigned Exhibit Space to its condition prior to the Show, including but not limited to removal of signs, balloons, tape, ink spills and other things not removed by Exhibitor, shall be the responsibility of Exhibitor. Exhibitor is responsible for all damage to any property caused by Exhibitor's personnel.

## 29. Destruction of Premises

In the event that the Facility or any part thereof shall be destroyed or damaged by fire or other causes so as to prevent the use of the Facility reserved for the Show, or if the Facility cannot be used or cannot be reasonably or safely accessed by Show Management, Exhibitors and/or attendees because of strikes, riots, labor controversies, civil disturbances, accidents, fuel shortages, acts of God, force majeure, terrorism, war, epidemics or outbreaks of disease, curtailment of transportation, government intervention, or other causes beyond Show Management's reasonable care and control, then Show Management shall have the right to obtain new facilities for the purposes hereof, or terminate the Show and/or the Exhibitor Contract. In such event, Show Management shall have no liability toward the Exhibitor by reason of its failure to deliver the Assigned Exhibit Space or for its termination of the Show, other than to return any payments made under this Exhibitor Contract. If this Exhibitor Contract is so terminated during the Show dates, then the fees to the time of such termination shall be prorated.

## 30. Time Limit for Submitting Claims

By participating in the Show, Exhibitors, their Representatives, officers, directors, employees, contractors, agents, affiliates and guests (collectively the Participants) hereby confirm and **agree that they will report all known claims or suspected/potential claims connected with the Show to Show Management ASAP after becoming aware of the alleged liability/claim, but in no event later than the dates set forth below.**



**Participants must notify Show Management of any contractual issues and/or claims against Show Management under the Exhibitor Contract, within 90-days of the last public day of the Show.** To qualify for consideration, a claim must be received by Show Management, by email to [exhibit@printingunited.com](mailto:exhibit@printingunited.com) with subject line: CLAIM/LIABILITY NOTICE **AND** by either a) certified or registered U.S. mail, return receipt requested, or b) reputable overnight courier service (FedEx, UPS, etc.) which offers proof of delivery, addressed to PRINTING United Alliance Expo Services, CLAIM/LIABILITY NOTICE, 10015 Main St., Fairfax VA 22031, which must be received within the 90 day notice period.

**All other claims must be reported by the same methods within 1 year of the last public day of the Show or Show Management will not bear any liability for the claim.**

Whether a contract claim or otherwise, the claimant is responsible for proving that the claim was filed within the applicable notice window and must provide supporting documents, photographs, witness statements and any other pertinent information with the detailed claim.

**Exhibitors and their associated other Participants, by filing a Exhibit Space Rental Application, hereby waive their right to a) file notice of an Exhibitor Contract claim beyond this 90-day claim window, or b) file any other claim beyond the one year claim window.**

### **31. Shipping/Freight/Logistics**

Exhibitors bear full responsibility for all shipping/ freight and logistics charges related to your participation in the Show, including, without limitation, all consignment fees, whether charged to consignor or consignee, and all accessorial charges billed by your freight service provider. While Exhibitors are free to choose any company to handle your shipping/freight/logistical needs, **PLEASE NOTE** that some shippers (notably FedEx Freight in 2022) have begun charging Exhibitors for “accessorial charges,” including billing for detention/wait times in the marshalling yard, etc. Any accessorial charges imposed by a freight service provider are the responsibility of the Exhibitor hiring the provider, so please exercise due diligence when choosing your freight service provider.

**PLEASE REFERENCE THE EXHIBITOR SERVICE MANUAL FOR FURTHER DETAILS.  
TERMS AND CONDITIONS AS WELL AS RULES AND REGULATIONS ARE SUBJECT TO CHANGE.**

Any person who attends an Alliance organized convention, conference, seminar or other program grants permission to the Alliance, its employees and agents (collectively **Alliance**) 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 the Alliance, including advertisements for the Alliance, and the PRINTING United Expo and its programs.