

ACEC 2017 Fall Conference: Exhibit Booth and Sponsorship Reservation Form

Early Bird Discount Ends July 31st – Register Now and Save!

Company Information – The following information will be published in the On-site Conference Program.

Company Name: _____

(Please print your company name clearly as you want it to appear in convention materials.)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Website: _____ Email: _____

Contact Information – This is the person to whom all information will be sent.

Primary Contact Name: _____ Title: _____

Email: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Exhibit Booth Rate

(Early bird discount available to ACEC member firms only)

See reverse to view terms and conditions.
You may purchase a maximum of three (3) spaces.

Circle one:

Basic Exhibitor Package

Premium Exhibitor Package

(Spaces limited. First come first served.)

Standard Rate

Standard Rate

ACEC Member: ~~\$3,500~~ **\$3,100**

ACEC Member: ~~\$7,800~~ **\$7,300**

Non-member: \$3,950

Non-member: \$8,500

Sponsorship Packages

(Application closing date: September 15th) Circle one:

- Silver Sponsor: \$15,000

- Gold Sponsor: \$25,000

Payment

Payment in full is required with this submission. ACEC will not process without full payment.

Exhibit Booth(s) Total: _____

___ **Check Enclosed – Payable to ACEC**

Additional Personnel @\$495 Each (limit to 4): _____

OR

Sponsorship Total: _____

___ **Bill my: [Visa] [MasterCard] [Amex]**

Total Due: _____

Card #: _____

Exp. Date: _____ Security Code: (CVS) _____

Name on Card: _____

Signature*: _____

Date: _____ Phone: _____

**By signing, I agree to pay the stated amount; read and will abide by the terms and conditions (on the back of this document) as provided by ACEC.*

Mail or Fax Completed Application and Signature to:
ACEC Advertising, 1015 15th Street, NW, 8th Floor, Washington, DC 20005-2605
Fax: 202-842-2436 • (Secure fax for credit card orders) Phone: 202-347-7474
Exhibit/Sponsorship Questions: Rachael Ng, rng@acec.org, 202-682-4337

ACEC 2017 Fall Conference Exposition Terms and Conditions

1. Terms of Agreement

It is understood that the following terms and conditions are accepted as a contract between the American Council of Engineering Companies ("ACEC") and the Exhibitor listed on the attached Exhibit Booth and Sponsorship Reservation Form (the "Exhibitor") to rent exhibit space at ACEC's 2017 Fall Conference (the "Event"). ACEC and the Exhibitor may each be referred to as a "Party" or collectively, as the "Parties". It is agreed that Exhibitor will abide by the rules and regulations as contained within these terms and conditions (the "Agreement") before, during and after the Event, and by any and all agreements made by and between ACEC and the Event Location and any and all rules of the Event Location.

ACEC shall have the sole authority to interpret and enforce all rules and regulations included herein, to make any amendments thereto, and to make further rules and regulations as necessary to ensure the orderly conduct of the Event. The Parties hereby agree and acknowledge that any waiver of or failure to exercise any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement.

2. Assignment of Exhibit Space:

ACEC has established an Exhibitor Point System to allocate exhibit space. Points will be awarded in four categories: historical support, event underwriting support in the twelve (12) months preceding this Agreement, sponsorship level, advertising and membership. Points are recalculated each year. The points system is used mainly as a guide for booth assignment, but in the event there are more exhibitors requesting space than is available, it will also be used to determine who will obtain exhibit space.

3. Exhibit Space Rental Rates:

All spaces are 6' x 10' in size. Unless otherwise agreed, rental fees are \$3,500 for ACEC members and \$3,950 for non ACEC members. Premium exhibit spaces are reserved for Premium exhibitors and are assigned at ACEC's discretion. Each exhibitor is allowed a maximum of three spaces. In exchange for rental of exhibit space at the Event under the terms specified herein, Exhibitor agrees to remit the applicable payment at the time of submission of the Exhibit Booth and Sponsorship Reservation Form.

4. Subleasing

Exhibitors may not sublet their exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the Exhibitor in the regular course of business, except where such articles are necessary for proper demonstration or operation of the Exhibitor's display, in which case the identification shall be limited to the manufacturer's regular nameplate. Exhibitors may not permit non-exhibiting company representatives to operate from their booth. This booth rental is for exclusive use of Exhibitor's company and its products and services. Rulings of ACEC shall, in all instances, be final with regard to use of exhibit space.

5. Occupancy Default

Any exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be taken by ACEC, and reallocated or reassigned for such purposes or use as ACEC may see fit.

6. Cancellation or Change of Exposition

In the event that the Event Location in which the Event is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of ACEC or its agents, the Event may be canceled or moved to another appropriate location, at the sole discretion of ACEC. ACEC shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising directly or indirectly by virtue of a cause or causes not reasonably within the control of ACEC. Causes for such action beyond the control of ACEC shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, orders or regulations, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by Event Location, municipal, state or federal laws, or acts of God. Should ACEC terminate this Agreement pursuant to the provisions of this section, the exhibitor waives any and all claims for damage arising thereof. Refunds in the event of termination shall be made to Exhibitors in the amount of the original exhibit fees less prorated adjustments based on ACEC costs incurred from staging and/or relocating the Event.

7. Cancellation by Exhibitor

In the event of cancellation by Exhibitor, ACEC shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following schedule:

Through September 15, 2017, 50% of total booth rental/sponsorship fee;
After September 15, 2017, 100% of total booth rental/sponsorship space fee.

ACEC must receive written notification of the cancellation by mail or facsimile. The date of receipt of the cancellation notice by ACEC will determine the above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, ACEC 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. It is mutually agreed that by canceling exhibit booth space, the Exhibitor relinquishes all benefits included with the exhibit booth space.

8. Limitation of Liability

ACEC shall not be liable, and Exhibitor agrees to make no claim for any reason whatsoever against ACEC, ACEC's official exhibit services provider or Event Location, for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Event as scheduled, nor for any action or omission of ACEC. Exhibitor is solely responsible for its own exhibition materials and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood that all property of Exhibitor is in their care, custody, and control in transit to, or from, or within the confines of the Event Location and the exhibit hall. ACEC shall bear no responsibility for the safety of Exhibitor, their personnel, employees, agents or representatives or personal property.

9. Insurance

Exhibitors shall, at their sole cost and expense, procure and maintain through the term of this Agreement, the following insurance: Comprehensive General Liability insurance with limits not less than \$1,000,000 including Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all laws covering the Exhibitor's employees. Such insurance shall name the following as additional insureds: ACEC, Event Location, and their respective members, officers, agents, and employees. Proof of such insurance shall be provided to ACEC or its agent or representative upon request.

10. Installing, Exhibiting, Dismantling

Hours and dates for installing, exhibiting and dismantling shall be those specified by ACEC. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material for the Event before the specified conclusion of the dismantling period set by ACEC. Exhibitors are required to adhere to Event hours. **No early breakdown will be permitted.** If Exhibitor leaves the Event before teardown time, it will result in a fine of \$1,000 as well as possible exclusion from future participation at ACEC's sole discretion.

11. Damage to Property

Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property by Exhibitor, its exhibit materials, or its employees or agents. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment. Any property destroyed or damaged by an Exhibitor must be restored to original condition by Exhibitor at the Exhibitor's expense.

12. Flammable Materials

No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations, may be used in any booth.

13. Noise and Odors

Noisy or obstructive work will not be permitted during open hours of the Event, nor will noisily operating displays, nor exhibits producing objectionable odors. ACEC shall have sole discretion in determining what is noisy, obstructive or objectionable.

14. Obstruction of Aisles or Booths

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitors' booths shall be suspended for any periods specified by ACEC.

15. Attendance

Admission policies shall remain, at all times, the prerogative of ACEC and may be revised or amended to suit unforeseen conditions.

16. Booth Personnel – Registration and Code of Conduct

One exhibitor representative will be issued a complimentary Full Conference registration with each 8' x 10' space purchased. This badge allows access to all ACEC Conference functions open to Conference registrants. Any additional booth personnel must be registered for the Conference as Full Conference registrants or Additional Booth Personnel (\$495 per person). Booth Personnel shall wear badge identification furnished by ACEC at all times while they are in the exhibit area. ACEC reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

All exhibitors and their representatives will be held by ACEC to the highest standards of personal and professional conduct. Exhibitor and its representatives agree not to disturb the activities of other exhibitor representatives, disturb or harass other exhibitors or Event attendees, precipitate the intervention of hotel security or public law enforcement, or in any other way disrupt the smooth operation of the Event. ACEC reserves the right to determine in its sole judgment when an Exhibitor and/or its representative has violated the standards of conduct, and to take whatever action ACEC deems necessary to protect the safety of Event attendees and the public, up to and including immediate termination of the Exhibitor's exhibit privileges, expulsion from the Event Location, and barring of the Exhibitor from future exhibition with ACEC.

17. Height and Non-Blocking Regulations

All exhibit display construction design must conform to the regulations set forth in the information supplied to Exhibitor by ACEC's official exhibit services provider.

18. Electrical Safety

All wiring on booths or display fixtures must meet underwriters' rules and standard fire department inspection.

19. Display

ACEC shall have full authority for approval or arrangement and appearance of items displayed. ACEC may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to ACEC for the costs that may be incurred by Exhibitor thereby. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to be not unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished before the scheduled opening of the show, ACEC shall authorize the official decorator to effect the necessary finish and the Exhibitor must pay all charges involved thereby. ACEC shall have the right to exclude or require modification of any display or demonstration at Exhibitor's expense which, in ACEC's sole discretion, it considers not proper or otherwise in keeping with the character of the Event. Exhibitors shall be bound by the decisions of ACEC in all matters related to the Event.

20. Indemnification

Exhibitor agrees to defend, indemnify, and hold harmless ACEC, the Event Location, and their respective employees, agents, or representatives from and against any and all liabilities, losses, expenses (including, but not limited to, attorneys' fees), damages, claims (including, but not limited to, claims for injury to Exhibitor, its employees, agents, representatives, or Event attendees), suits, demands, judgments and causes of action of any nature arising from or as a result of (i) the negligent performance of Exhibitor's obligations under this Agreement by Exhibitor, Exhibitor's agents, employees or representatives; (ii) the failure of Exhibitor, Exhibitor's agents, employees or representatives to comply with any term or condition of this Agreement; and/or (iii) the breach of any representation or warranty given or made by Exhibitor. ACEC will have no liability whatsoever for any indirect, consequential, special or incidental damages, regardless of how those damages are incurred.

21. Intellectual Property: License and Infringement

Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material in exhibit booths or displays. No Exhibitor will be permitted to play, broadcast, or perform music or display any other copyrighted material, such as photographs or other artistic works, without first presenting to show management satisfactory proof that the Exhibitor has, or does not need, a license to use such music or copyrighted material.

ACEC condemns intellectual property infringement and counterfeiting; however, as a neutral organizer of the Event, ACEC cannot become involved in exhibitor disputes or provide legal advice. Exhibitor agrees not to sue or threaten to sue ACEC for contributory infringement or any other theory that ACEC is indirectly or secondarily liable for a violation of intellectual property rights (e.g., trademark, copyright, or patent) by a third party.

Exhibitor warrants that it is the owner or licensee of all intellectual property used by Exhibitor at the Event or in promotion thereof. Exhibitor agrees to defend, indemnify, and hold harmless ACEC, their officers, directors, employees and agents, harmless from all loss, cost claims, causes of action, obligations, suits, damages, liability expenses, and costs including attorney's fees arising from or out of any dispute involving intellectual property owned or used by Exhibitor at the Event or in promotion thereof.

22. Waiver of Rights

Any rights of ACEC under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of ACEC.

23. Relocation and Floor Plan Revisions

ACEC retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

24. Amendment and Additional Rules

Exhibitor not specifically covered by the preceding rules shall be within the sole purview of ACEC. ACEC may, at any time, amend or add further rules to these terms. ACEC reserves the right to reject any application, or cancel any contract, for exhibit space for any reason.

25. Agreement to Rules

Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitor Prospectus, and by any amendments and additional rules that may be put into effect by ACEC.

Official representative for exhibiting company:

Signature

Date

Printed Name