

OTEC Sponsor/Exhibitor Terms & Conditions

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The Ohio Department of Transportation manages the Ohio Transportation Engineering Conference (OTEC) and is hereinafter referred to as "OTEC." The exhibit hall, parking lots, air space and grounds of the Greater Columbus Convention Center are hereinafter referred to as the "GCCC." The Exhibitor Space Agreement and these Terms and Conditions are hereby referred to as the "Agreement" and constitute the agreement between OTEC and the Sponsor/Exhibitor which is referred to as "Exhibitor" hereinafter..

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OTEC reserves the right to determine the eligibility of each Exhibitor for inclusion in the Exhibition. All products and services must be related to the interest and values of OTEC. OTEC, in its sole judgment, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products which are in violation of these exhibitor regulations or do not meet the Exhibition objectives. Exhibitor agrees to display only products and/or services that are intended for and generally used in a manner that conform to State, Federal, or other applicable laws, rules or regulations. Exhibitors will not display any product or distribute any advertisements for a product which infringes upon the registered copyright, trademark, or patent of another company, as has been determined by a court of competent jurisdiction.

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If Exhibitor fails to comply, in any respect, with the terms of this Agreement, OTEC shall have the right, without notice to Exhibitor, to sell or offer for sale the exhibit space covered by this contract. Exhibitor shall be liable to OTEC for any deficiency, loss or damage suffered by OTEC, together with reasonable expenses and costs incurred by reason thereof. The actual occupation of the exhibit space by an exhibit is of the essence, and should OTEC be unable to effect the sale of the space herein provided, OTEC is then expressly authorized to occupy or cause said space to be occupied in such a manner as it may deem in the best interests of the Exhibition, without any rebate or allowance whatsoever to Exhibitor and without releasing Exhibitor from any liability hereunder, and Exhibitor expressly agrees to pay the full sum as herein set forth. OTEC will not be liable for the non-fulfillment of this Agreement as to the delivery of exhibit space if non-delivery is due to any of the following causes: 1. by reason of the facility being damaged or destroyed by fire; 2. act of God, public enemy, war or insurrection; 3. strikes; 4. the authority of the law; 5. postponement or cancellation of the Exhibition or if the Exhibition is canceled or postponed for any reason beyond the control of OTEC. If the Conference is not held for any of the above enumerated reasons, OTEC will reimburse Exhibitor for amounts paid in, less actual, out-of-pocket expenses incurred, such as rent, advertising, labor, operating costs, etc., on a prorated basis. The parties further agree that OTEC shall in no way be deemed to have guaranteed the performance of the Exhibition and will not be liable for the fulfillment of this Agreement as to the delivery of space.

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EXHIBIT SPACE

A. The method of determining exhibit space assignment shall be established by OTEC and may be changed from time to time without any notice to Exhibitors in order to accommodate what OTEC perceives as the best interest of the Conference. No rights or privileges are created for any Exhibitor as a result of previous space assignments or years of participation in the Exhibition.

B. Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs, or printed materials from other than its own firm in the said exhibit space without prior written consent of OTEC. In the event of a merger of two or more Exhibitors, OTEC will use reasonable efforts to consolidate the space contracted by the Exhibitor when they were independent. However, in the event that it is not possible, the Exhibitor that survives the merger shall be liable for Exhibit Space at each of the locations originally contracted for by each of the merged companies.

C. The floor plan developed and maintained by OTEC shall be the official floor plan. Changes to the floor plan may occur at any time to accommodate the Conference's needs. Exhibit space assignments shall be as indicated on the Exhibit Space Agreement. However, should conditions or situations warrant, OTEC reserves the right to rearrange exhibitors and/or adjust the floor plan to accommodate the best interest of the Exhibition.

D. No exhibit shall be packed, removed, dismantled or altered in any form prior to the set strike time of the Exhibition without prior written consent of OTEC. Breach of this provision may result in the loss of the Exhibitor's space in future shows.

E. Exhibit Design and Inclusions. Exhibitor agrees to abide by the decorator exhibit guidelines for display rules and regulations found at www.otecohio.org. The Line of Sight Rule is the accepted Good Neighbor Policy whereby display materials and/or product should be arranged so as not to obstruct sight lines of neighboring exhibitors. Whether Exhibitor space is a single 10' x 10' unit or a combination of single units to create a 10' x 40', all parts of the exhibit space in any portion of the booth beyond four (4') from the back-wall shall be placed not to exceed the height of the dividing side rails which is three feet (3'). Please refer to the Exhibit Guidelines detailing each booth type specification. Please contact the OTEC Administrator with questions.

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Contractor Services. Certain firms will be designated as official contractors to provide security, support and facilities services for OTEC. In some cases Exhibitors will be required to use the Official Contractors. All information will be explained in the Exhibitor Services Manual. OTEC shall not be responsible or liable for the performance and/or any act, error or omission of any Official Service Contractor, or any other contractor retained by Exhibitor.

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Employees of an exhibiting firm may install and dismantle their own respective company's displays as long as forklifts, aerial lifts or other equipment assistance is not necessary. Requests for forklift, aerial lift or other specialize equipment must be arranged through an Official Service Contractor.

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Nothing shall be posted on, tacked, nailed, screwed or otherwise attached to the columns, support beams, walls, floors, doors or other parts of the Greater Columbus Convention Center. Caustic or staining fluids/materials are not permitted in the Exhibit Hall. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with the directions of OTEC and/or the Convention Hall, as applicable. Exhibitors, their agents and representatives are liable for all damages caused by them to the GCCC facility, booth equipment, property of OTEC and the Official Service Contractors Exhibitor and other Exhibitors and shall indemnify and hold OTEC and service contractors harmless from, any complaints, suits and/or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of exhibit or session space.

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Fire Department Regulations. All materials used in Exhibition and/or Exhibitor's booth(s) must be fire-proofed and conform to ALL Fire Department Regulations. Use of open flames, compressed gas or explosive fuels, heat, etc., is prohibited. Further information regarding Fire Regulations is located in the Exhibitor Services Manual. Columbus Fire Department (CFD) Inspectors, Firemen, State Fire Marshall, Convention Center personnel and OTEC WILL conduct regular inspections of the Exhibition and Exhibitors booth(s) throughout the show and without any prior notification and will ENFORCE ALL regulations. Exhibitors accept full responsibility for compliance with national, state, city and facility fire safety rules and regulations. Exhibitors will be directly warned and maybe fined for any violations pertaining to Exhibitor's booth(s), or violations related to Exhibitor as determined by appropriate authorities and OTEC. Questions and/or requests for a code variance should be directed to the OTEC Administrator. All special requests must be submitted no less than 60 days prior to show date.

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The GCCC is a smoke- free facility. Smoking is PROHIBITED in the exhibition hall, main concourse, session rooms, entrance ways or dock areas.

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OTEC reserves the right to restrict sounds from any source that interferes with activities in neighboring areas. Any demonstrations or presentations must be at a low volume so that nearby Exhibitors are not bothered. OTEC reserves the right to eject the Exhibitor from the Exhibition without refund or other appeal, if Exhibitor refuses to comply with these requirements.

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Federal Communications Commission. Exhibitor's displaying digital devices (e.g. computers, printers, monitors, keyboards, etc.) must comply with Section 302(b) of the Communications Act and Section 2.803 of the FCC's rules. Specifically, all digital devices on display must have the required FCC certifications. This includes an FCC Warning and Identification Label. Computers and peripherals are defined as Class B digital devices. All such devices must carry a FCC Warning Label and ID Number. These devices emit radio signals when operating. Uncertified digital devices may cause harmful interference to radio and broadcast communications.

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Exhibitors shall abide by and observe all federal, state, and local laws, rules, regulations and ordinances applicable to the GCCC, including the rules of the GCCC, OTEC, Official Contractors and Labor Unions. Exhibitors shall not discriminate against any person on the basis of age, sex, race, color, creed, religion, national origin, sexual orientation, education level, disability or in any other manner in connection with or related to the Exhibition or the use of the Greater Columbus Convention Center.

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Preparation and/or serving of any type of food or beverage within the Exhibition area is prohibited without the prior written consent of OTEC and the official caterer of the Greater Columbus Convention center. Alcohol is not permitted in the Exhibit Hall at any time during the Exhibition. All foods and beverages must be purchased exclusively through the official caterer.

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Each Exhibitor MUST name at least one person to be the representative in connection with installation, operation, and removal of Exhibit. Such representative shall be authorized to enter into such service Contracts as may be necessary and for which the Exhibitor shall be responsible. Should the named contact leave the employment of the Exhibitor, Exhibitor shall notify OTEC and provide a new contact as soon as possible.

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Once the Agreement has been accepted, the following applies: Exhibitor is liable for 25% of the contracted amount if cancelled within 60 days of the conference, 50% of the contracted amount if cancelled within 30 days of the conference, and 75% if cancelled within 21 days of the conference. OTEC reserves the right to resell any cancelled exhibit space.

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OTEC reserves the right to terminate this Agreement immediately by written notice if Exhibitor breaches any of the terms and conditions set forth herein, including failure to make payment when due under the Terms of this Agreement. OTEC may terminate the Agreement without cause upon a fourteen (14) day written notice to Exhibitor.

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OTEC shall not be liable to anyone for lost profits or other incidental, special, indirect, punitive or consequential damages whatsoever, whether or not appraised of the likelihood of such lost profits or damages. In no event shall OTEC's total liability under this contract exceed the exhibit space fees actually paid to OTEC by Exhibitor hereunder for the Exhibit Space. OTEC makes no representations of warranties of any kind regarding the Exhibition, the number of attendees, the Exhibitor Services Manual or any other materials. OTEC EXPRESSIVELY DISCLAIMS ALL EXPRESSED AND IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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Exhibitor shall be responsible for obtaining any licenses, permits or approvals under federal, state, city or local laws applicable to its activity at the Exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees and/or charges that shall become due to any governmental authority in connection with its activities at the Exhibition.

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Exhibitors are advised to carry insurance to cover exhibit material against damage or, loss; public liability insurance against injury to the person and property of others. Exhibitor shall certify, at its expense, the provision of insurance for protection of their property against fire, theft, vandalism, acts of God or destruction by any cause. OTEC assumes NO RISK OR RESPONSIBILITY by the acceptance of this Agreement. Exhibitors expressly release OTEC from ANY and ALL liability for any damage, injury or loss to any person or goods which may arise from the rental, and occupation of assigned space. Exhibitors agree to hold and save OTEC harmless of and from any loss or damage by reason thereof. Exhibitors must make insurance certificates available to OTEC upon verbal or written request.

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Agreement of Terms and Conditions. Exhibitor shall observe and abide by the foregoing terms and conditions and by such additional terms, conditions and rules made by OTEC. This contract represents the entire agreement between Exhibitor and OTEC concerning the subject matter hereof. Any amendment to this contract must be in writing signed by the party against whom such amendment is sought to be enforced. The rights of OTEC under this contract shall not be deemed waived except as specifically stated in writing and signed by an officer of OTEC. If any terms of this contract are declared invalid or unenforceable, the remainder of the contract shall continue in full force and effect. This contract shall be binding upon the heirs, successors and permitted assigns of Exhibitor.

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Neither party shall assign or transfer any duties, rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, OTEC may assign this Agreement to its successor or the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets. Any assignment transfer or delegation of rights or obligations here under in contravention of this section shall be null and void. This Agreement shall be binding up on and shall inure to the benefit of and be enforceable by the parties to this agreement and their respective successors and permitted assigns.