

IAC 2019 Exhibition Terms & Conditions

The Host organization for IAC 2019 responsible for organization and sales of the Exhibition is the American Institute of Aeronautics and Astronautics (AIAA).

1. Purpose

IAC Exhibition brings together individuals from inside and outside the industry to discuss topics of timely importance to the advancement of the space industry. Exhibitors are limited to firms, organizations, and agencies whose exhibits are in harmony with the purpose of this Exhibition. Active selling or order taking is NOT permitted without prior written approval of AIAA.

2. Location of Exhibits

The Exhibition will be held at Walter E. Washington Convention Center, Washington D.C., USA (hereafter known as "location").

3. Subleasing

Unless authorized by AIAA, Exhibitor may not sublet his exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display, in which case identification shall be limited to the manufacturer's regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from his booth. Rulings of AIAA, shall, in all instances, be final with regard to use of exhibit space.

4. 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 AIAA, and re-allocated or reassigned for such purposes or use as AIAA may see fit.

5. Eligibility

AIAA has the sole right to determine the eligibility of any company or product for inclusion in the Exhibition.

6. Cancellation or Change of Exhibition

In the event that the premises in which the Exhibition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause not reasonably within the control of AIAA or its agents, the Exhibition may be canceled or moved to another appropriate location, at the sole discretion of AIAA. AIAA shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of AIAA. Causes for such action beyond the control of AIAA shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, inclement weather, governmental restraints, 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 the location, municipal, state or federal laws, or act of God. Should AIAA terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. Refunds or booth credit of "Paid Exhibit Space Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of AIAA, and will not exceed the amount of each exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by AIAA through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation, whichever is later.

7. Cancellation by Exhibitor

In the event of cancellation by an exhibitor, 50% of booth cost will be refunded if canceled by 31 May 2019. On or after 1 June 2019 no refunds will be made and exhibitor is responsible for total contracted amount due. AIAA must receive notification of the cancellation in writing. In the event of either a full or partial cancellation of space by an exhibitor, AIAA reserves the right to reassign canceled booth space, regardless of the no-refund policy. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay for full space requested in initial contract. Payment must be received within 30 days of cancellation.

8. Limitation of Liability

AIAA shall not be liable to exhibitor in any respect for any claims, losses, expenses, injuries, or damages arising out of or related to the Exhibition or exhibitor's participation in the Exhibition due to any act or omission of AIAA or its employees or agents, or any third person, whether based on breach of contract or warranty, negligence or other tort, or strict liability, unless directly and solely caused by the gross negligence or willful misconduct of AIAA. AIAA disclaims all warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. AIAA shall not be liable to exhibitor for any indirect, special or consequential damages, including lost profits, whether based upon a claim or action of contract, warranty, negligence, strict liability or other tort. Notwithstanding any other provision of these terms and conditions, the maximum liability of AIAA to exhibitor will in no event exceed the lesser of (i) the amount of exhibit fees paid by exhibitor to AIAA or (ii) \$5,000; recovery of such amount shall be the exhibitor's sole and exclusive legal remedy. Any claim against AIAA by exhibitor not submitted to AIAA within thirty (30) days of the close of the Exhibition shall be forever waived, and no suit or action shall be brought against AIAA more than one (1) year after the Exhibition.

The exhibitor is solely responsible for his own exhibition material and products and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within the confines of the Exhibition Hall. AIAA shall bear no responsibility for the safety of the exhibitor, its 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 contract, 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. Proof of such insurance shall be provided to AIAA or its agent or representative upon request.

10. Union Labor

Exhibitor shall employ only union labor, as made available by official contractors in the setting up and dismantling of the exhibits and in the operations when required by union agreements. Exhibitors planning to build special displays should employ union display companies in their fabrication, carpentry and electrical work.

11. Installing, Exhibiting, Dismantling

Hours and dates for installing, exhibiting, and dismantling shall be those specified by AIAA. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibition before the specified conclusion of the dismantling period set by AIAA. Dismantling during posted exhibit hours is strictly prohibited.

12. Damage to Property

Exhibitor is liable for any damage caused by exhibitor, exhibitor's agents, employees or representatives

to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive, decals or other coatings to building columns, floors or walls, or fixtures.

13. Floor Loading

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the Exhibit Hall. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

14. Alcoholic Beverages

The dispensing, distribution or use of alcoholic beverages in the Exhibit Hall is prohibited without the prior written approval of AIAA. Centerplate is the exclusive food & beverage vendor in the IAC 2019 location.

15. 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.

16. Lotteries or Contests

The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational past time is permitted only with prior written approval from AIAA.

17. Noise and Odors

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

18. Music

Any exhibitor using music must ensure that licensing fees have been paid to the appropriate agency, i.e., ASCAP or BMI. AIAA is not responsible for any licensing fees for music played in exhibitor's booth.

Music and/or noise must be kept at a reasonable level as determined by AIAA.

19. Obstruction of Aisles or Booths

Any activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's booth shall be suspended for a period specified by AIAA.

20. Attendance

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

21. Booth Personnel

Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. Booth personnel shall wear "exhibitor" badge identification furnished by AIAA while they are in the exhibit area. All other employees and representatives of the exhibiting companies must register as Show Attendees. All exhibits must have personnel present during show hours.

22. Height and Non-Blocking Regulations

All exhibit display construction design must conform to the regulations set forth in the "Exhibitor Manual," a copy of which will be posted on the IAC 2019 event website in early 2019. The "Exhibitor Manual" provides details as to what is allowed for exhibitors' booth so as to enable use of the space without detriment to neighboring exhibitors or the Exhibition.

23. Electrical Safety

All wiring on booths or display fixtures must meet underwriters' rules and standard fire department inspection. This applies to booth construction only and not to pre-wired radio and electronic equipment.

24. Use of Space

Displays and demonstrations are limited to the confines of an exhibitor's own booth, as is the distribution of literature or other items.

25. Display

AIAA shall have full authority for approval or arrangement and appearance of items displayed. AIAA may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to AIAA for the costs to the exhibitor that may result thereby. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished by the close of scheduled move-in, AIAA shall authorize the official decorator to effect the necessary finish and the exhibitor must pay all charges involved thereby.

26. Indemnification

Exhibitor shall indemnify AIAA, its employees, agents, and representatives against—and hold them harmless for—all liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney's fees) on account of personal injury, death, or damage to or loss of property arising out of or contributed to by any act or omission of exhibitor, its employees, agents, contractors, patrons, or invitees. The foregoing shall not apply with respect to any liability, damage, or loss directly and solely caused by the gross negligence or willful misconduct of the entity or person seeking indemnification claims arising out of the acts of negligence of exhibitor, exhibitor's agents, employees or representatives, and any claims for injury to exhibitor, its employees, agents, representatives, or event attendees.

27. Waiver of Rights

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

28. Relocation and Floorplan Revisions

AIAA retains the exclusive right to revise the Exhibition Hall floorplan and/or move assigned exhibitors as necessary at any time.

29. Amendment and Addition Rules

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of AIAA. AIAA may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations. AIAA will notify exhibitors via email within 30 days of any amendment.

30. Agreement to Rules

Exhibitor and its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in both this document and the Exhibitors Manual, and by any amendments and additional rules that may be put into effect by AIAA after exhibit space request is accepted. AIAA strives to promote a safe and professional environment and as such exhibitor personnel, agents, and representatives will be subject to and abide by the AIAA Code of Ethics and Anti-Harassment Policy. www.aiaa.org/CodeofEthics/ and www.aiaa.org/Anti-Harassment-Policy/

31. Payment and Notice of Collection

If not made prior, payment in full is due 60 days prior to event start date: 21 Oct. 2019. Upon acceptance of the exhibit contract, AIAA will record this transaction as receivable income and outstanding or overdue invoices become subject to audit by AIAA's third party auditors. Additionally, AIAA's staff, audit committee and board of trustees may review and use various methods to collect invoices that are significantly past due, including a restriction on personal or corporate member benefits, or access to AIAA products, forum admission and other services.