

2023 Exhibitor Space Agreement

The 34th Annual Continuing Challenge HazMat Emergency Response Workshop – September 5-8, 2023

Exhibitor Display Dates September 6-7, 2023

Agreement. This agreement ("Agreement") between you ("Exhibitor") and the Continuing Challenge Hazardous Materials Emergency Response Workshop Committee ("Committee") for exhibit space at the 2023 Continuing Challenge Hazardous Materials Emergency Response Workshop (Workshop), becomes effective as of the date of submission by Exhibitor and receipt of fee payment for Exhibitor, and is subject to the terms and conditions set forth below. The Committee reserves the right to refuse Exhibitor participation at any time.

Payment, Booth Rental Fees, Exhibitor registration is \$1,400.00 for early bird registration until July 1 when the fee increases to \$1,600.00 for late registration. To receive the "Early Bird" discount, payment in full (by credit card) must be made by June 30, 2023. Exhibitors submitting payments after June 30, 2023 will be charged the regular booth rental fee of \$1,600.00.

Non-Refundable Fees. Exhibitors requesting cancellation four months prior to start of the Workshop (May 8, 2023) will receive a full refund for spaces reserved. Later cancellations (up to July 31, 2023) will be refunded at 25% of the full rental fee for the assigned spaces. No refunds will be granted after July 31, 2023.

Registration Disclaimer: The Committee reserves the right, at its sole discretion, to deny participation of any individual or organization at the Workshop at any time. Including but not limited to revocation of a previously processed Exhibitor's registration.

Taxes and Licenses. Exhibitor shall be responsible for obtaining all licenses, permits and approvals required under local and/or state laws applicable to its participation in the Workshop. Exhibitor shall be responsible for obtaining all tax identification numbers and paying all taxes, license fees, and other charges that shall become due under any government authority in connection with its participation in the Workshop.

Exhibit Booth Map. The exhibit booth map is subject to change without notice.

Exhibit Setup and Take Down. It is the Exhibitor's responsibility to setup and take down its booth and property. If an Exhibitor's properties are not properly packed and removed from the Exhibitor Area by Thursday, 2:00 pm. September 7, 2023, the Committee will take property to storage, and the Exhibitor will be invoiced for any special handling and storage. Neither the Committee nor the DoubleTree by Hilton Sacramento will be responsible for any exhibit materials or equipment left in the Exhibitor Area. Refer to Setup and Take Down hours in the Exhibitor Guidelines.

Exhibit Safety. Exhibitor accepts full responsibility for any personal injury or property damage that my result directly or indirectly from its booth or exhibit space or any portion thereof or the existence of any other claim, loss, liability or damage suffered as a result of Exhibitor's booth or equipment.

Exhibitor Activities. All demonstrations, advertising and promotional activities of an Exhibitor must be confined to the limits of the assigned exhibit space. No demonstrations, meetings, product exhibits, literature distribution may be conducted outside the contracted exhibit space. Exhibitors planning hospitality suites or outside activities of any kind whatsoever, either prior to, during, or subsequent to the Workshop, must provide the Committee with a written schedule of such activities. Exhibitors, upon accepting this Agreement, expressly agree that such activities will not conflict with Workshop hours or any official event scheduled by the Workshop. Failure to comply with this could result in cancellation and removal of an exhibit space without refund or liability to the Workshop.

Irregular Activities. All business activities of the Exhibitor must be within their own exhibit space and must not impede traffic or interfere with other exhibits. Exhibitors are encouraged to distribute advertising items from their tabletop; however, the Committee reserves the right to prohibit distribution of any and all items it feels will detract from the Workshop, are not in good taste, etc. Undignified or disruptive activities, noisemakers or other items considered by the Committee to be objectionable are expressly prohibited. The Committee reserves the right to restrict Exhibitors who, because of noise or any other reason, shall interfere with the best interest of the workshop as a whole.

Liability. Neither the Committee nor any of its vendors shall be liable for the failure to perform their obligations under this Agreement as a result of strikes, riots, acts of God, force majeure, or any other cause beyond its control; including without limitation any act of war, terrorism or other military authority. Neither the Committee nor any of its vendors shall be liable for any injury whatsoever to property of the Exhibitor or to persons conduction or otherwise participating in the conduct of the exhibit space or to invitees or guests of the Exhibitor. Exhibitor agrees to abide by existing agreements and regulation covering the use of services at the DoubleTree by Hilton Sacramento. Exhibitor assumes full responsibility and liability for the acts or omissions of its agents, employees or independent contractors, where acting within or outside the scope of their authority and agrees to hold harmless the Committee and the DoubleTree by Hilton Sacramento from responsibility or liability resulting directly or indirectly from such acts or omissions. There is no other agreement or warranty in relation to Exhibitor's booth or exhibit space between the Exhibitor and the Committee nor any of its vendors except as set forth in this Agreement. The rights of the Committee and any of its vendors under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of the Committee.

Liability Insurance. Exhibitor shall obtain, at its own expense, adequate insurance including but not limited to comprehensive general liability including the so-called broad form endorsement.

Security. Please note the exhibitor area is located in an indoor and outdoor area at the DoubleTree by Hilton Sacramento. Exhibitor is solely and fully responsible for its own exhibit material and should ensure its exhibit space and equipment against loss or damage from any cause whatsoever. Exhibitor understands and agrees that all properties of the Exhibitor are to remain in the Exhibitor's care, custody, and control. The Committee will not provide security during the Workshop. Each Exhibitor will be responsible for his or her booth or exhibit space at all times. The Committee and the DoubleTree by Hilton Sacramento and their vendors shall not be liable for any loss, damage, or displacement of any Exhibitor's property due to any cause.

Violations. Violation of any of this agreement on the part of the Exhibitor, the Exhibitor's employees or agents, shall annul the right to occupy space and such Exhibitor will forfeit to the Committee all monies, which may have been paid. The Committee may reenter and take possession of the space occupied by Exhibitor and remove all persons and goods at Exhibitor's risk and Exhibitor shall pay for all such expense and damages which the Committee may incur. Exhibitor waives the services of written notice to reenter and terminate.

Contact Information:

The Continuing Challenge Hazardous Materials Workshop c/o Don Braziel 11097 Grenache Way Elk Grove, CA 95624-9691

916/433-1688 Office info@hazmat.org www.hazmat.org