6. Fire and safety regulations
Exhibitor shall not pack merchandise in paper, straw, excelsior or any other readily flammable material. All cartons stored in the expo building shall be emptied of contents. Exhibit space shall not have flammable decoration or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof. If required by local law or ordinances, exhibitor shall have on hand in its exhibit space a notarized affidavit establishing that its display materials have been treated during the move-in hours. All winning devices and sockets shall be in good condition and meet the requirements of local codes.

7. Union labor
If required by local ordinances, exhibitor must comply with all union regulations applicable to installation, dismantling and display of the exhibit.

8. Code of conduct
Exhibitor and its representatives agree to abide by the ISTE code of conduct and policies. In addition to the above, exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of Exhibit Management is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the exhibit space. Exhibit Management, in its sole and absolute discretion, may withdraw its consent at any time, in which event exhibitor shall terminate such activity immediately. All promotional plans must be submitted to Exhibit Management for approval. Distribution of pamphlets, brochures or any advertising matter must be confined to the exhibit space. Exhibitors are prohibited from bringing alcoholic beverages into Pennsylvania Convention Center. Exhibitor shall refrain from any action that will distract attendees from attendance at the exhibit. Exhibitor shall not lead attendees from one exhibit space to another or to elevators or escalators.

9. Film, sound devices and lighting
If a professional contractor or sound devices are used, the exhibitor agrees to comply with union requirements for the operation of the equipment. Equipment will only be permitted if it is not conversational level and is not objectionable to neighboring exhibitors. Operating equipment that emits excessive noise must be run only during non-business hours. Exhibit Management reserves the right to restrict the use of glaring lights or objectionable lighting effects.

10. Contractor services and information
If an official contractor has been designated to perform services for an exhibitor – such as the rental of furniture, setup of exhibits, electrical work, plumbing, labor or any other service – no exhibitor or representative shall contract for such services with other than the said official contractor unless permission has been secured in writing in advance from Exhibit Management. Exhibit Management assumes no responsibility for the safety of the property of exhibitors from theft, damage by fire, or breach of any contract. Operating equipment that emits excessive noise must be run only during non-business hours. Exhibit Management reserves the right to restrict the use of glaring lights or objectionable lighting effects.

11. Storage
Exhibitor will not be permitted to store packing crates and boxes in the booth in Pennsylvania Convention Center during the exposition, but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor’s responsibility to mark and identify all crates and boxes. Crates and boxes not properly labeled may be destroyed. No trunks, cases or packing material shall be brought into or out of the exhibit space during expo hours.

12. Photographs
No photographs shall be taken without the prior consent of Exhibit Management and/or the exhibitors involved.

13. Liability and insurance
All property of the exhibitor remains under its care, custody and control in transit to and from Pennsylvania Convention Center, during installation and removal, and while it is within the confines of Pennsylvania Convention Center: Neither Exhibit Management, ISTE, the owners or management of Pennsylvania Convention Center, nor any of the exhibitors, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes. The exhibitor expressly waives and releases and holds harmless and indemnifies and shall hold harmless and indemnifies and shall hold the exhibitor and its representatives harmless from and against any of them by reason of any damage to or loss of any property of the exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of Exhibit Management, ISTE, the owners or management of the exhibit hall, or their agents or employees, arising out of Exhibit Management, the owners or managers of Pennsylvania Convention Center, or any other third party’s duties and responsibilities under this agreement. Exhibitor understands that neither Exhibit Management, Pennsylvania Convention Center, nor ISTE carry business interruption and/or property damage insurance coverage for loss or damage of exhibitor’s property. The exhibitor agrees to obtain the following insurance during the dates of the exposition, including move-in and move-out days, and shall be prepared to furnish a certificate of insurance to Exhibit Management if requested: (a) commercial general liability insurance coverage including protective and contractual liability for bodily injury and property damage, (b) employer’s liability insurance, (c) worker’s compensation/occupational disease coverage in full compliance with federal and state laws, (d) comprehensive general liability automobile insurance.

14. Hold harmless and indemnification
This agreement shall not constitute nor be considered a partnership, joint venture or agency relationship between ISTE, Exhibit Management and Pennsylvania Convention Center. Exhibit hereby agrees to indemnify, hold harmless and defend ISTE, Exhibit Management, Pennsylvania Convention Center and their respective officers, directors and employees (indemnities) from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever as they arise (including but not limited to court costs, interest and attorney’s fees) that the indemnities may incur, suffer, be part to or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission or breach of these terms, conditions and rules, or violation of any ordinance or statute by exhibitor or any of its employees or agents. The exhibitor assumes full responsibility and liability for the actions of its agents, employees and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless and defend the indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes, and agrees to indemnify, hold harmless and defend the indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the acts or omission of its agents, employees or independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless and defend the indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the acts or omission of their agents, employees or independent contractors, whether acting within or without the scope of their authority.

15. Cancellation, postponement or relocation of exposition
In the event that an unforeseen occurrence, force majeure, or acts of God or war shall render the fulfillment of this agreement impossible by Exhibit Management or ISTE, the parties shall mutually amend or terminate the agreement at Exhibit Management’s option. In such circumstances, Exhibit Management’s sole responsibility to exhibitor shall be a full refund of all rental fees paid by exhibitor. No monies will be returned should the dates or location of the exposition be changed by Exhibit Management, but exhibitor will be assigned space that the exhibitor agrees to use under these same rules and regulations. Exhibit Management shall not be liable for any representations made, nor is it responsible for any changes made, except as provided herein.

16. Exhibitor cancellation
Cancellation of any portion of this application/contract by the exhibitor will be accepted only at the discretion of Exhibit Management, and then only based on the following refunds: Prior to or on August 31, 2018: 80 percent refund of deposit on cancelled space, after August 31, 2018, but before or on March 31, 2019: 20 percent refund of deposit on cancelled space, after March 31, 2019: no refund. Except as the exhibitor’s rental obligation may be reduced as set forth in the preceding sentence, the exhibitor is responsible for total booth rental irrespective of the reason for the cancellation by the exhibitor, including the failure of an exhibit to arrive for any reason.

17. Agreement of terms, conditions and rules
Exhibitor agrees to observe and abide by the foregoing terms, conditions and rules and by such additional terms, conditions and rules made by Exhibit Management from time to time for the efficient or safe operation of the exposition, including, but not limited to, those contained in this contract. In addition to Exhibit Management’s rights to close an exhibit and withdraw its acceptance of this application/contract, Exhibit Management in its sole judgment may refuse its consideration for participation in future expositions an exhibitor who violates or fails to abide by all such terms, conditions and rules. There is no other agreement or warranty between the Exhibitor and Exhibit Management except as set forth in this document. The rights of Exhibit Management, ISTE, the owners or managers of Pennsylvania Convention Center, or any other third party’s duties and responsibilities under this agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of the respective parties.