



## ***SIO2024 Annual Scientific Meeting Exhibitor Application & Contract Contract Conditions/Rules & Regulations***

This Application & Contract to participate the SIO2024 Annual Scientific Meeting (“Event”) at the Long Beach Convention Center (“Event Facility”) over January 25-29, 2024, including but not limited to move-in and move out dates (“Event Dates”) shall become effective when it has been submitted by the exhibiting company and accepted by SIO. The individual signing this Application & Contract represents and warrants that he/she is duly authorized to execute this binding Application & Contract on behalf of the exhibiting company. By submitting an Application & Contract, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application & Contract by SIO with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application & Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between SIO and exhibiting company (“Exhibitor”).

### **1. EVENT MANAGEMENT**

SIO will orchestrate management of Event and will be known as SIO Event Management. SIO Event Management is responsible for assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment. SIO Event Management acts as a liaison between exhibitors and all official contractors. If you have any questions about your exhibit booth, contact SIO directly.

#### **The Society of Interventional Oncology (SIO)**

2001 K Stret NW, 3<sup>rd</sup> Floor North

Washington, DC 20006 USA

Phone: +1-202-367-1164

E-mail: [exhibit@SIO-central.org](mailto:exhibit@SIO-central.org)

### **2. BOOTH RENTAL FEE**

\$75.00 per square foot / \$7,500 per 10'x10'

For purposes of this Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the “Exhibit Booth Fee.”

### **3. ASSIGNMENT OF SPACE**

Initially exhibit booth space is assigned based on the date of Contract receipt by SIO starting the week of July 17, 2023. After this date exhibit booth space is assigned on a first-come, first-serve basis.

All Exhibitors should frequently review their space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor’s responsibility to keep up with changes to their assigned area. SIO anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor’s selection of space.

SIO will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, the Exhibitor shall submit a written request, including the requested size of space to [exhibit@SIO-central.org](mailto:exhibit@SIO-central.org). Exhibitors are added to the waitlist on a first-come, first- served basis based on date and time of email receipt by SIO Event Management.

SIO reserves the right to change Event Hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

### **4. PAYMENTS, CANCELLATIONS & REFUNDS**

Exhibitor must remit a 100% percent of their total fee within 30 days of receipt of their invoice from SIO Event Management. Full payment must be received on or before Friday, September 15, 2023, regardless of Contract submission date.

Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Make all checks payable to SIO and remit to the following address via the U.S. Postal Service:

SIO Exhibits  
8687 Solution Center  
Chicago, IL 60677-8006 USA

Alternatively, Exhibitor may remit via overnight courier (e.g., FedEx, UPS) to the following address:

SIO Exhibits  
Lockbox Number 778687, 350 East  
Devon Avenue  
Itasca, IL 60143 USA

Exhibitors who which to pay by ACH/wire must email [exhibit@SIO-central.org](mailto:exhibit@SIO-central.org) for remittance instructions.

SIO reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official contractors to deny goods and services.

#### **5. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR**

Cancellation of exhibit space must be directed via email to [exhibit@SIO-central.org](mailto:exhibit@SIO-central.org). Exhibitor is responsible for confirming receipt of cancellation email prior to the deadline date. For cancellations of space received between the initial space selection and Friday, September 15, 2023, Exhibitor is responsible for, and SIO shall be entitled to retain, 50 percent of the total Exhibit Booth Fee as a cancellation fee. Should an Exhibitor cancel a portion of its space between initial space selection and Friday, September 15, 2023, Exhibitor is responsible for, and SIO shall be entitled to retain, 100 percent of the total Exhibit Booth Fee as a cancellation fee.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space on or after Friday, September 15, 2023. Should an Exhibitor cancel even partial space on or after Friday, September 15, 2023, the Exhibitor is responsible for the full Exhibit Booth Fee for the originally contracted exhibit space.

Notwithstanding the foregoing, Exhibitor will have no right to cancel all or any portion of assigned exhibitor space or this Applications & Contract subsequent to SIO's cancellation of the Event pursuant to Section 6.

#### **6. CANCELLATION OR CHANGES TO EVENT BY SIO**

If for any reason beyond SIO's control SIO determines that SIO Event must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that SIO shall not refund the Exhibit Booth Fee paid to it by Exhibitor and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of SIO, SIO Event Management, or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to SIO for space in the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by SIO to be an Exhibitor in the Event, agrees to indemnify, defend and hold harmless SIO, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside SIO's control. The terms of this provision shall survive the termination or expiration of this Contract.

#### **7. ELIGIBILITY TO EXHIBIT**

SIO reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of SIO, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. An Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Application & Contract to the time of the Event and should SIO determine that an Exhibitor which it had previously determined was eligible to exhibit at the Event is no longer eligible to do so, SIO may notify the Exhibitor and may terminate the Application & Contract without liability upon written notice to Exhibitor. Exhibitors are prohibited from

assigning or subletting a booth or any part of the space allotted to them nor shall they exhibit or permit to be exhibited in their space any products or advertising materials for other companies.

**8. SUBLETTING OF EXHIBIT SPACE PROHIBITED**

Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them nor shall they exhibit or permit to be exhibited in their space any products or advertising materials which are not a part of their own regular products, or which are not compatible with the purpose and/or character of SIO2024 as determined by SIO in its sole discretion.

**9. PROMOTIONAL ACTIVITIES**

Further, Exhibitors shall not engage in any promotional activities which SIO determines to be outside the purpose and/or character of SIO2024 as determined by SIO in its sole discretion.

**10. RETAIL SALES**

No retail sales, where payment is received and product delivered, are permitted during the Event at any time. Payment and/or orders may be taken for future delivery.

**11. INTELLECTUAL PROPERTY MATTERS**

The Exhibitor represents and warrants to SIO that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify SIO of any information of which the Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold SIO, its officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorney's fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, SIO, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

**12. USE OF SIO NAME**

SIO, SIO2024 and the Event logo are registered trademarks owned by SIO. Participation by an Exhibitor in the Event does not entitle the Exhibitor to use such names or logos, except that the Exhibitor may reference SIO2024 and use the Event logo with reference to the Exhibitor's participation as an Exhibitor at SIO2024. Participation in the Event does not imply endorsement or approval by SIO of any product, service or participant and none shall be claimed by any participant.

**13. SET-UP TIME**

Set-up of exhibits begins in the Facility at 8:00am on Thursday, January 25, 2024. If an exhibit is not set-up by 9:00am on Friday, January 26, 2024, SIO reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. SIO reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. No refund will be made to the original contracting Exhibitor. SIO reserves the right to modify move-in/move-out/Event Hours, in which case all Exhibitors will be notified prior to the effective date of such changes.

**14. EVENT HOURS**

Friday, January 26, 2024

11:30am – 12:45pm

3:30pm – 5:00pm

Saturday, January 27, 2024

11:30am – 12:45pm

3:30pm – 5:00pm

Sunday, January 28, 2024

11:30am – 12:45pm

3:30pm – 5:00pm

Schedule is subject to change.

#### 15. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Event at 5:00pm on Sunday, January 28, 2024. No part of an exhibit shall be removed during the Event without special permission from SIO Event Management. Any Exhibitor who begins dismantling of its booth before the close of the Event may lose part or all of their priority points and may entirely lose the privilege of exhibiting at future SIO events.

All freight must be removed from Facility by 8:00pm on Sunday, January 28, 2024. If exhibits are not removed by this time, SIO reserves the right to remove exhibits and charge the expense to the Exhibitor and SIO shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

#### 16. BADGES

Exhibitors are provided (2) complimentary Exhibitor badges per (100) sq. ft. of exhibit space purchased, with a minimum of (2) badges per company. See grid for badge allotment per booth square footage:

Booth Size	Complimentary Badges
100 sq. ft.	2
200 sq. ft.	4
300 sq. ft.	6
400 sq. ft.	8

All Exhibitor badges are for Exhibitor's full and part time employees or contractors. Exhibitor badges allow access to the Exhibit Hall during the following move-in, Event and move-out hours, plus all educational sessions except sponsored symposia. Please note these dates and times are subject to change:

Thursday, January 25, 2024 (set-up)

8:00am – 5:00pm

Friday, January 26, 2024 (set-up & Event day 1)

8:00am – 5:00pm

Saturday, January 27, 2024 (Event day 2)

11:00am – 5:00pm

Sunday, January 28, 2024 (Event day 2 & dismantle)

11:00am – 8:00pm

Event attendees do not have access to the Exhibit Hall until 11:30am Friday, January 26, 2024. Exhibitors who give their badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of SIO, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future SIO events. SIO reserves the right to give an Exhibit Hall pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

#### 17. MINIMUM AGE FOR ADMISSION

Children under the age of 16 are not permitted on the Exhibit Hall at any time. Any attendees arriving with children under the age of 16 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

#### 18. EXHIBITOR LIABILITY

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither SIO, its directors, officers, employees, agents, subcontractors nor SIO Show Management (collectively "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF EVENT MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

#### **19. INDEMNIFICATION**

Exhibitor agrees that it will indemnify, defend and hold Show Management harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or SIO is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR SIO BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

#### **20. INSURANCE**

Exhibitors are required to maintain and to provide a certificate of insurance to SIO Event Management on or before Friday, December 1, 2023, evidencing the following:

- (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- (c) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$1,000,000
- (f) Personal property and equipment on a special form replacement cost basis

SIO, Smithbucklin Corporation and the Long Beach Convention Center are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Exhibitors will not be permitted to set up their booth without submitting the proper certificates. Certificates should be sent to:

The Society of Interventional Oncology (SIO)  
2001 K Street NW, 3<sup>rd</sup> Floor North  
Washington, DC 20006 USA

#### **21. USE OF SPACE — GENERAL**

- (a) No Exhibitor is permitted to display or distribute literature or any promotion outside the confines of the assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. SIO also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by SIO or SIO Event Management as not suitable for display at the Event.
- (b) Exhibitors are prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, and price) of another company.
- (c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- (d) Distribution by Exhibitors, or their agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers, popcorn, or labels will be permitted as handouts.
- (e) Any special promotions, music or stunts planned for the Exhibit Hall, must be approved with SIO. Details should be submitted to SIO Event Management via email to [Exhibit@SIO-central.org](mailto:Exhibit@SIO-central.org) at least 10 business days prior to the start of the Event. SIO reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.

- (f) SIO allows drawings, games of chance and raffles on the Exhibit Hall, subject to the prior written approval of SIO. Exhibitors must abide by all District of Columbia statutes and regulations regarding drawings, games of chance and raffles.
- (g) No animals are permitted in the Facility other than service animals.
- (h) Exhibitors must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email [Exhibit@SIO-central.org](mailto:Exhibit@SIO-central.org).
- (i) SIO Event Management shall publish health and safety guidelines for COVID based on CDC recommendations and the Facility General Policies, Rules, and Regulations in the Exhibitor Services Manual. Exhibitor agrees to abide by the guidelines. SIO reserves the right to update, change or amend the guidelines after publication in the Exhibitor Services Manual.
- (j) All Exhibitors shall be responsible for compliance with the Americans with Disabilities Act. The Exhibitor shall indemnify, defend and hold Event Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV  
 950 Pennsylvania Avenue, NW  
 Washington, D.C. 20530 USA  
 Phone: +1-800-514-0301 (voice) +1-800-514-0383 (TTY)  
[www.ada.gov](http://www.ada.gov)

- (k) Any Exhibitor occupying an Island space is required to submit a detailed floor plan, including dimensions, to SIO Event Management for review and approval by Friday, December 1, 2023. All Exhibitors who received a written booth violation notice at the Event in 2023 are required to submit a detailed floor plan, including dimensions, to SIO Event Management for review and approval by Friday, December 1, 2023. Floor plans should be submitted via email to [Exhibit@SIO-central.org](mailto:Exhibit@SIO-central.org).
- (l) Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.
- (m) Any compressed gas tanks must be ordered through facility Exhibitor Services and must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Event Hours. Balloons and lighter-than-air objects are not permitted within the Facility. Both the SIO and Facility reserve the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.
- (n) SIO shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.
- (o) All booth personnel must be properly and modestly clothed.
- (p) The Long Beach Convention Center Catering Department is the official in-house caterer and at the Facility is the exclusive provider of food and/or beverage items at the Facility. Any Exhibitor who wishes to order food or beverages for their booth must obtain approval from SIO Event Management prior to placing order with Long Beach Convention Center Catering Department.
- (q) Exhibitors, at SIO's sole discretion, are prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the SIO, its employees and contractors may take photographs/videos which could include images of the Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to the SIO and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that SIO is the sole and

exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its representatives may have relating to or arising from the images or their use.

- (r) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- (s) Hanging signs are NOT permitted in inline booths or island booths do to ceiling height limitations at the Facility.
- (t) All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44m) in inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (10') (3.05m) in all island booths.
- (u) In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during the official hours of the Event or any function sponsored in connect with the Event by SIO without prior notice to and approval by SIO.

## **22. USE OF SPACE — LIGHTS/ AUDIO, ETC.**

- (a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- (b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- (c) No strobe light effects are permitted.
- (d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- (e) Loud speakers or operation of equipment which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- (f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use elaborate light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Event Management for review and approval by Friday, December 1, 2023.
- (g) Vehicles may not be displayed without prior written approval from SIO and the Facility Public Safety Department.

## **23. DISPLAYS OUTSIDE EXHIBIT AREA**

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by SIO.

## **24. HOTEL ROOMS, SUITES & MEETING ROOMS**

SIO reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the SIO housing block. These controls have already been set up with each property. The Meeting/Function Space Application is included in the Exhibitor Services Manual to submit requests for function space, including meeting and hospitality rooms. You also may submit your application for meeting space online in the "For Exhibitors" section of the website. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Event Hours. No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of SIO2024 are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with SIO.

Companies are prohibited from conducting or sponsoring non-SIO approved events directed at Annual Meeting attendees over the official dates of the Annual Meeting and within 50 miles of the Long Beach Convention Center. Even where a company seeks to conduct or sponsor an event outside of this 50-mile radius, if the event is directed at SIO Annual Meeting attendees, the company is required to submit this written request to conduct or sponsor the event to ensure that it does

not conflict with Annual Meeting scientific sessions, educational programs, and social functions. Failing to submit a request for consideration will lead to penalties to be determined by SIO. Failure to comply may result in revocation of exhibiting and meeting attendance privileges.

## **25. ATTENDEE LISTS**

Attendee lists from the Event are distributed only to exhibiting companies, other official partners and attendees. Please note that no other individual or organization are authorized to market or to sell attendee lists of SIO. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitors must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR) and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold SIO, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

## **26. FIRE REGULATIONS**

- (a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Fire Department.
- (b) A complete list of all fire regulations is included in the Exhibitor Services Manual. The Fire Department has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

## **27. LABOR RELATIONS**

- (a) Full-time employees of exhibiting companies may set up their own exhibits without assistance from the local union. Any labor services that may be required beyond what your regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through Freeman. Proof of full-time employment status may be requested by the Union Steward of any personnel working in your booth.
- (b) If Exhibitors intend to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, the Exhibitor must register their EAC no later than Friday, December 1, 2023. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with SIO in order for any EACs to gain access to the Exhibit Hall. All EACs are required to wear both a Facility Access Credential and individual event credentials at all times.
- (c) Exhibitors may hand carry their own materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. The Long Beach Convention Center and Freeman control access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor.
- (d) The Facility and Freeman have reserved the right to update, change or amend the labor rules outlined above. SIO shall inform all Exhibitors of any changes or amendments.

## **28. EXHIBITOR SERVICES MANUAL**

In November, the general services contractor for SIO2024, Freeman, distributes an Exhibitor Services Manual to each Exhibitor that provides Exhibitors with complete shipping instructions, production information, and other forms for all services needed during installation, Event days and dismantle plus discount deadlines.

## **29. WARRANTIES**

SIO makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, SIO, or their respective employees, agents or contractors.

## **30. AMENDMENTS/ INTERPRETATION**

SIO reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to each affected Exhibitor. Each Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. SIO reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitors which, in the sole interpretation of SIO shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events or Events of SIO.



### **31. ENFORCEMENT/ MISCELLANEOUS**

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or SIO. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

### **32. LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE FACILITY, THE SIO EVENT, SIO, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "SIO PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION & CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION & CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE SIO PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT SIO PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE SIO PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY SIO PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.