



# Pubcon Exhibitor Agreement

## Terms and Conditions

By executing a copy of this Exhibitor Agreement, the Exhibitor identified above agrees to be bound by, and to comply at all times with, the terms and conditions set forth in this Exhibitor Agreement.

### Limitation of Liability and Indemnification

In no event will Pubcon, Inc., its service contractors, or any of the officers, staff members or directors of any of either of the aforesaid parties be liable to the Exhibitor or any other person for any claim, loss, injury, damage, cost or expense whatsoever or howsoever arising (collectively, "Losses"), which may occur to an exhibitor or to its agents, employees, business invitees, customers, visitors, contractors or agents, or the property or ware of the Exhibitor, arising from any cause whatsoever, prior, during or subsequent to the period of this exhibit. Each exhibitor expressly releases Pubcon and the Facility from any and all claims for any such injury, loss, or damage.

The Exhibitor shall indemnify and hold harmless Pubcon and each of its owners, officers, directors, employees, affiliates, contractors, agents and representatives from and against any and all Losses which might result directly or indirectly from any act or omission of the Exhibitor or any of its owners, agents, employees, business invitees, customers, visitors, contractors or agents.

The Exhibitor must adequately insure its materials, goods, wares, and exhibits against theft, damage, loss or injury of any kind and must do so at its own expense. The Exhibitor is solely responsible for its own actions (and the actions of its employees and contractors) during the exhibit.

Exhibitor acknowledges and agrees to the following terms and conditions:

- Although Pubcon will consider all requests for specific booths, we cannot guarantee a specific booth will be assigned to a specific exhibitor. All exhibit booths are assigned in the order payment in full is received from the first exhibitor that requests a particular exhibit booth.
- Payment due in full upon receipt of invoice.
- Exhibitors may display any products or services which may be related to the operation or promotion of a website. Articles appropriate to a general audience may be handed out. It will be at the sole discretion of Pubcon as to what is and is not appropriate for our audience.
- Should the venue for the conference become unusable by the sole judgment of Pubcon from an act-of-God, or other incident by no fault of Pubcon, Pubcon will not incur any liability for damages sustained by exhibitor as a result of such termination. In any event, the exhibitor waives any and all such liability and releases Pubcon of and from all claims for damages and agrees that Pubcon shall have no obligations except to refund to the exhibitors a prorated share of the aggregate amount received by Pubcon. That amount shall be at the sole discretion of Pubcon.

Cancellation Policy: 90+ days notice - 75% Refund;  
30+ days notice - 50% Refund;  
Less than 30 days notice - No Refund.

- All exhibit staff must be officially registered for the conference in advance.
- All rights and privileges granted exhibitors hereunder are subject to and subordinated to a master lease between Pubcon and the Facility.
- Exhibitors will comply with all applicable statutes, ordinances, regulations, rules and requirements relating to health, fire, safety and use of the Facility.
- Security of the display area and any materials or products that are left unattended are the sole responsibility of the exhibitor.
- Electrical or other mechanical apparatus must be muffled so noise does not interfere with other exhibitors. No Stereos or other "noise" generators are allowed that would otherwise interfere with exhibit neighbors.
- Exhibitors assume all responsibility for their exhibit personnel and for the general care of the display area.
- No combustible decoration, such as crepe paper, tissue paper, cardboard, corrugated paper shall be used at any time.
- No air craft or balloons are allowed.
- Halogen lights: Please consult the Facility manual for restrictions.
- Volatile, explosive or other flammable matter or any substances prohibited by the law or insurance carriers are not permitted on premises.
- Any activity within the exhibits, including without limitation, distribution (for free or otherwise) of any literature, product or any other item must conform to the educational and professional nature and character of this conference.
- Canvassing or distributing advertising matter outside the exhibitor's own space is not permitted, including the session and registration areas.
- Pubcon reserves the right to restrict any exhibit that might be considered undesirable.