

MASHA 2024 SAFETY AND HEALTH CONFERENCE
October 24, 2024
REGIONAL LEARNING ALLIANCE CENTER
EXHIBITOR SPACE CONTRACT

Contact Information

Company _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Website _____
Exhibitor Rep Name _____
Title _____
Email Address _____

Space Request

COST OF EXHIBIT SPACE

Exhibit space is 36 square feet (6' display table). The cost for space in the Exhibit Area at the MASHA 2024 Safety and Health Conference is \$350 per attendee. Exhibitor is responsible for the cost of electrical connections in the Exhibitor Area.

Payment (MASHA will accept payments by check, cash or money order or on-line payment)

Amount due upon execution of this contract is \$350

Signature

I have read and agreed to the terms and conditions as outlined in this Exhibit Space Contract.

X _____ Title _____
Print name

X _____ Date _____
Signature

Complete and return Exhibitor Space Contract with total amount due payable to MASHA. Please mail to MASHA at 4008 Alden Drive, Pittsburgh, PA 15220. For questions, call Bill Bernhart (412) 260-5240.

TERMS AND CONDITIONS

Exhibit Space – Display Table Payment and Cancellation Policies

Exhibitor Agrees:

1. Exhibit area is 36 square feet (one (1) six-foot (6') display table). MASHA will provide the display table. The cost of a display table at the MASHA 2024 Safety and Health Conference is \$350 per attendee. MASHA will accept payments by check, cash or money order. Upon execution of this Contract, Exhibitor agrees to full payment of the Exhibitor's display table. If an Exhibitor fails to include payment with its return of the executed Contract, then MASHA may cancel this Contract and shall have the rights set out in paragraph 3 (b) below, as if an Exhibitor had cancelled on or after September 30, 2024.

2. That the Terms and Conditions are hereby incorporated in and made a part of this Contract, and shall be binding on the parties hereto. MASHA will have the right of interpretation and approval of all matters pertaining to the Contract and Terms and Conditions.

3. That exhibit space will be considered cancelled by an Exhibitor upon the date that written notice of cancellation is received by MASHA and refunds for cancelled space will be given as follows:

- a. If space is cancelled before September 30, 2024, MASHA will retain 50% of the Exhibitor's payment.
- b. If space is cancelled on September 30, 2024, or thereafter, MASHA will retain 100% of the Exhibitor's payment.
- c. In the event the MASHA 2024 Safety and Health Conference is cancelled, all display table payments made will be returned to Exhibitors and such refund shall be accepted by Exhibitor in full settlement of all loss or damage suffered by Exhibitor.

4. MASHA has the absolute right to cancel the Contract if Exhibitor fails at any time to comply with any of the terms, provisions or conditions of the Contract. Such cancellation shall be without liability on the part of MASHA, and in the event of cancellation under this paragraph, MASHA shall retain all payments made by Exhibitor for an exhibit area display table. MASHA has the absolute right to cancel the Contract if Exhibitor becomes insolvent.

Selection and Assignment of Exhibit Space

5. Exhibit space will primarily be provided in the atrium area of the conference center. MASHA reserves the right to use additional space at the conference center as exhibit space. MASHA will make all exhibit space assignments. Since exhibit space is limited, Exhibitors are advised to send in their Contract and full payment as soon as possible. If the Exhibitor Space Contract is received without full payment, MASHA will not hold the

space for the exhibitor. MASHA reserves the right to shift space assignment after the Contract has been signed if it is necessary or refuse space to any company, if necessary, for the overall good of the MASHA 2024 Safety and Health Conference.

6. Provide MASHA a certificate of public liability insurance at the time this Contract is signed by Exhibitor insuring against all claims, suits and demands for personal injury or property damage occurring in or on the Exhibitor’s display table and/or exhibitor space or caused by any act or omission of the Exhibitor, its agents, servants or employees. **This Contract will not be enforceable without a certificate of insurance and failure to provide a certificate of insurance will preclude Exhibitor from participating in the MASHA 2024 Safety and Health Conference.**

Exhibit Installation and Dismantling

7. Move-In Schedule

Thursday, October 24, 2024 6:30 a.m. – 7:30 a.m.

Exhibit must be completed by 7:30 a.m., October 24, 2024. If an Exhibitor fails to occupy the assigned space by this deadline, MASHA has the right to utilize the area in any way it may decide without refunding the Exhibitor’s payment for the display table.

8. Conference Schedule - Thursday, October 24, 2024

7:15 a.m. – 8:00 a.m. Conference Registration
7:30 a.m. Exhibit Area Opens
8:00 a.m. – 10:00 a.m. Welcome, Keynote & Session 1
10:00 a.m. – 10:15 a.m. Visit Exhibit Area
10:15 a.m. – 12:00 p.m. Sessions 2 and 3
12:00 p.m. – 12:45 p.m. Lunch / Visit Exhibit Area
12:45 p.m. – 1:30 p.m. Session 4
1:40 p.m. – 2:30 p.m. Session 5
2:40 p.m. – 3:30 p.m. Session 6
4:00 p.m. Exhibit Area Closes

9. Move-Out Schedule

Thursday, October 24, 2024 3:45 p.m. – 4:00 p.m.

Dismantling of exhibits may begin at 3:30 p.m., October 24, 2024. **No portion of any exhibit may be removed before this time.** All exhibits must be removed from the exhibit hall by 4:00 p.m., October 24, 2024.

Exhibit Equipment Provided

10. Skirting of display tables will be provided by the conference center. Skirting is included with the price of the display table. Upon request to the RLA, electrical connections will be provided by the conference center **at the Exhibitor's cost**. All display table furnishings will be provided by the Exhibitor, at his/her own expense and responsibility.

- a. MASHA will include Exhibitor's name on the conference website.
- b. MASHA will include Exhibitor's name on the Great Room screen.
- c. Any questions regarding Terms and Conditions of the MASHA 2024 Safety and Health Conference exhibit policies should be directed to MASHA.

Space Regulations

11. Exhibitor herewith agrees to comply with this provision and exhibit at the conference in accordance with this Contract and its Terms and Conditions. Exhibitor likewise agrees that exhibits are only allowed within the exhibit area and no outside demonstrations, advertising, sponsorships and promotional activities, meetings, seminars, educational sessions, product exhibits, displays, or group product discussions may be conducted in other areas of the conference center during the MASHA 2024 Safety and Health Conference.

- a. The distribution of promotional materials and other literature outside Exhibitor's assigned exhibit space is prohibited.
- b. No Exhibitor shall reassign, sublet or share the whole or any part of the exhibit space allotted to the contracting firm without the express written consent of MASHA. If MASHA is provided written documentation by a parent company showing ownership of another company, the parent and subsidiary may occupy the same exhibit space.
- c. All exhibits must conform to the International Association of Expositions and Events display guidelines.
- d. Annoyance – Exhibitors will take every reasonable precaution to minimize the noise of any operating exhibit. In the event that any other Exhibitor objects or protests to the noise level, MASHA shall reserve the right to require the Exhibitor to cease operation of the exhibit or take measures to reduce the noise level (to below 85 decibels). Exhibitors are prohibited from using objectionable amplifying or special lighting equipment. In all cases, MASHA shall have the absolute right to require Exhibitor, at Exhibitor's expense, to change, alter, modify or remove all or part of its exhibit or display booth. Grounds for such action shall include but not be limited to:
 - i. Lack of aesthetic uniformity or harmony with other exhibits at the conference.
 - ii. Non-compliance with express restrictions of the exhibit display area or any part thereof contained in the Space Contract.
 - iii. Objectionable noises or odors emanating from the exhibit.
 - iv. Obstruction of aisles or of other exhibits.

- v. Objectionable clothing or attire worn by Exhibitor's personnel, its agents or models. Attire not normally worn in a business office is specifically prohibited.
- vi. Distribution of materials that may be considered offensive or not in good taste.
- e. Exhibit Area Safety – MASHA reserves the right to stop any exhibit which is determined by MASHA to be a hazard or not consistent with the Terms and Conditions of MASHA exhibit policies or disrupt the conference. It is the Exhibitor's responsibility to operate in accordance with all related Federal, State and local rules and regulations.
- f. The use of gambling or gambling equipment in exhibit design and/or promotional activities is strictly prohibited. This includes the use of slot machines, roulette wheels, card and dice games, etc. The determination of whether any device or activity violates this prohibition will be determined by MASHA.
- g. Video production and/or graphic reproduction of other Exhibitors' booths and products displayed therein are strictly prohibited. No videotaping equipment of any kind is allowed in exhibit areas except by persons authorized as media by MASHA.
- h. Exhibiting companies are not permitted to serve alcoholic beverages.
- i. Bridging of aisles or endcapping of booths is prohibited.
- j. Visitors to the booth must be contained within perimeters of same. No overflow into the aisles will be permitted as fire regulations indicate all aisles must be free for egress in the event of an emergency.
- k. All activities, drawings and/or giveaways must be approved in writing 30 days in advance by MASHA. Final results must then be reported within 10 days of conference's conclusion.
- l. All vendors must conduct themselves and their activities in a manner consistent with the guidelines expressed by the Equal Employment Opportunity Commission at 29 C.F.R. sec. 1604.11 et seq. (prohibiting discrimination against any employee or applicant for employment because of race, color, creed, national origin or ancestry).

12. Violations of any of the above-noted Terms and Conditions can result in the cancellation of the Exhibitor Contract and removal of the exhibit from the conference without refund or liability to MASHA.

Exhibit Design Regulations

13. It is the Exhibitor's responsibility to ensure proper exhibit booth construction.
- a. All both construction materials shall be flame retardant or fabricated of inherently fireproof materials. No flammable fluids or substances may be used or shown in exhibit areas.
 - b. Operation of gasoline-powered vehicles will be permitted during move-in and move-out periods. However, all fueling of vehicles must be accomplished outside the conference center. If the conference site city has a contrary fire code or the conference center dictates otherwise, the exhibitor agrees to comply with those regulations regarding gasoline-operated vehicles/equipment. No LP tanks, empty or filled, are authorized to be stored in the conference center. No gasoline or other

type of fuel-operated motor may be demonstrated inside the conference center during the conference.

- c. Hazardous chemicals and materials, including pesticides, fungicides, insecticides, caustics, corrosives, oxidizers, flammables, poisons and toxins are prohibited inside the conference center.
- d. Electrical equipment must be U.L. approved. Installation of all such equipment is to be under supervision of the conference center building services. **Exhibitors will not be provided with A.C. power supply by MASHA.**
- e. Banners, decorative signs, etc. must be approved a minimum of 30 days prior to installation. Method of installation, location, and material used are subject to approval by MASHA and the conference center general manager, assistant general manager, or supervisor of building services.
- f. No “stick-on” decals and similar promotional items may be posted outside of the Exhibitor’s space.
- g. MASHA will have sole control over all admissions of persons.

Care of Buildings and Equipment

14. Exhibitors are directly responsible for any damage to the conference center. Nothing may be affixed to any wall, ceiling or floor without express written permission from MASHA and the conference center.

Security Service

15. The Conference Center will provide general security during the move-in and move-out hours and conference hours. However, each exhibitor will be responsible for his/her exhibit at all times.

Liability

16. The Exhibitor agrees to make no claim against MASHA, its officers, agents or employees, or against the conference center, its officers, agents or employees for any injury to any Exhibitor, his/her employees, agents or property or for any loss by fire, water, theft, damage, delay, mechanical failure, labor trouble or any cause whatsoever while Exhibitors are in transit, or within the conference center, nor for any damage to his business, for failure to provide space in the exhibit area, nor for any action of MASHA, its officers, agents or employees for failure to hold the conference as scheduled. MASHA reserves the right to restrict, close and remove exhibits because of noise, method of operation, uncooperative personnel, and/or discord in advertising or for any other reason as determined by MASHA.

17. The Exhibitor further agrees to indemnify and hold harmless MASHA from any liability resulting from the acts of omissions of the Exhibitor, its officers, agents, servants or employees.

Removal of Exhibits

18. MASHA reserves the right without notice and with no liability whatsoever for damage or loss, for inconvenience, or business interference, to close down, dismantle, dispose of, store or clear away from the premises, or to order such work to be done at the expense of the Exhibitor, any exhibit display material, goods, property or merchandise of any Exhibitor who fails to comply with these Terms and Conditions as set forth herein. Should any Exhibitor fail to dismantle its display and remove its products and/or services within the terms of MASHA's lease with the conference center, MASHA may authorize the conference center to remove said display products and/or services, at Exhibitor's expense, without liability on the part of MASHA or the conference center.

Special Regulation

19. MASHA was granted exempt status by the Internal Revenue Service because of the nature of its activities. In order that our conference may be conducted within the rules and regulations stipulated by the IRS, it is imperative that each Exhibitor understands and agrees to the following:

- a. That the main purpose of the conference is to promote awareness of proactive safety practices through education and professional networking opportunities and stimulation of interest in, and demand for the conference and exhibits are conducted in a manner reasonably calculated to achieve that purpose.
- b. That the conference exhibit area is presented as a service to safety and health professionals and other interested persons through contact with exhibit personnel and products.
- c. The conference and exhibit area are limited to those persons, firms, and corporations that have paid for admission to the conference or contracted and paid for exhibit space in the conference center. No other persons, firms or corporations will be permitted to demonstrate products, solicit orders or distribute advertising matter in the conference center. Any person violating this rule will be promptly ejected from the conference center.

Contract Terms

20. This Contract contains the entire agreement between the parties and for all purposes shall be deemed to have been executed under and subject to and constructed in accordance with the laws of the Commonwealth of Pennsylvania. The terms of this Contract may not be changed or modified unless agreed to in writing and signed by both parties. Further, the descriptive headings of this Contract are inserted for convenience of reference only and do not constitute a part of and shall not be utilized in interpreting this Contract.

- a. All notice and other communications required to be given under this Contract shall be in writing and shall be addressed to the addressees on the signature page of

this Contract or to such other address as either party hereto shall be designated to the other in writing. Notices are effective upon receipt by the receiving party.

- b. Failure of either party to insist upon the strict and prompt performance of any of the terms, covenants, agreements and conditions upon the other party herein imposed shall not constitute or be construed as a waiver or relinquishment of such party's right hereafter to enforce any such terms, covenants, agreements or conditions, but such right shall continue in full force and effect.
- c. This Contract shall not constitute the Exhibitor as an agent or employee of MASHA. The Exhibitor shall not have any right to bind MASHA or to transact any business or make any promises or representations on behalf of MASHA, except as herein expressly provided. Neither this Contract nor the relations between the parties hereto shall constitute a partnership or a joint venture between MASHA and the Exhibitor.
- d. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the terms of this Contract, such provision shall be fully severable; this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance from this Contract. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable. This Contract shall be governed and construed and the legal relations shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

21. The following charges are the sole and direct responsibility of Exhibitor, and MASHA will incur no responsibility or liability with respect to them:

- a. Any expenses incurred by Exhibitor as a result of any partial or total evacuation of the conference center which is beyond the control of MASHA.
- b. Any expenses incurred by Exhibitor in order to comply with any federal, state or local government regulations and taxes.
- c. Any expenses incurred by Exhibitor in order to comply with any regulations imposed by the conference center.
- d. Any expenses incurred by Exhibitor due to strike or labor dispute beyond the control of MASHA or the conference center.
- e. Exhibitor shall be liable to MASHA for any and all expenses incurred by MASHA including attorney's fees and court costs, in exercising and/or enforcing any of its rights under this Contract, or incurred by MASHA as a result of Exhibitor's violation or failure to comply with all the terms of this Contract.