

# Animal Care Expo 2020

## Terms and Conditions

### Conditions and Rules

These exposition rules are part of the contract between the exhibiting firm and The Humane Society of the United States (show management). Show management shall have the authority to interpret and enforce these rules. All matters not covered by these rules are subject to the decision of show management. All decisions so made shall be as binding on all parties as the original rules. The exhibiting firm or its representative is responsible for familiarizing itself with all rules and regulations. The exhibiting firm or its representative who fails to observe these conditions may be excluded from the exposition without refund.

### Exhibit Personnel

No exhibiting firm or member of an exhibit staff shall behave in a manner offensive to decency or good taste. Show management reserves the right to remove any exhibit staff deemed to be behaving inappropriately. In such event, there shall be no refund of either registration fees or booth rental fees. Show management reserves the right to refuse to permit the exhibiting firm or exhibit staff to exhibit in and/or attend one or more future HSUS-sponsored exhibitions.

### Liability

Show management undertakes no duty to exercise care, nor assumes any responsibility, for the protection and safety of the exhibitor, its employees, volunteers, representatives, or agents; or the protection of any property of the exhibitor or its employees, representatives, or agents; or of property used in connection with the exhibit, from theft or damage, or destruction by fire, accident, or other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by exhibitor. Any protection exercised, in fact, by show management shall be deemed purely gratuitous on its part and shall in no way be construed to render it liable to the exhibitor. The exhibiting firm agrees to make no claim against The Humane Society of the United States or any of its sponsoring organizations, agents, or employees on account of loss occasioned by fire, accident, theft, storm, or damage from negligence; or on account of any injury to the exhibitor or exhibitor's employees, volunteers, representatives, or agents while in the exhibit quarters; or for damage of any other nature or character, including any damage to the exhibiting firm's business as a result of the exhibit or as a result of its installation or removal; or for failure to hold the exhibition as scheduled. The exhibitor agrees to indemnify and hold show management harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the exhibitor, its employees, volunteers, representatives, and agents, or from the property of the exhibitor. Show management shall not be liable for the fulfillment of this agreement as to delivery of space, if no delivery is made due to any one of the following causes: fire, floods, embargoes, war, acts of war (whether war is declared or not), acts of terrorism, riots, strikes, lockouts or other labor disturbances, lawsuits, acts of God, or acts, omissions, or delays in acting by any court, governmental authority, or the other party.

### Insurance

Exhibitors are advised to insure themselves at their own expense against property loss or damage and against liability for personal injury. Show management reserves the right to require, at its sole discretion, exhibitors to procure and maintain, at their own expense, insurance against liability for personal injury or property damage arising from the acts or omissions of employees, volunteers, representatives, or agents of exhibitors and to require exhibitors, as a condition of being permitted to exhibit, to provide show management with a certificate of insurance listing The Humane Society of the United States as a named insured or other satisfactory proof that such insurance is in place.

### Cancellation and Reduction of Booth Size

The exhibiting firm recognizes that The Humane Society of the United States will sustain losses in the event the exhibiting firm fails to provide timely notice of cancellation (by certified mail). These losses are not inclusive of the inability to replace those canceling, advertising, redesigning of floor space, and others. The exhibiting firm agrees upon the following late cancellation assessment schedule as considered liquidation damages.

Assessment	(% total rental fee)
Time of Cancellation	
Before or on January 6, 2020	10%
January 7, 2020 through February 29, 2020	50%
After March 1, 2020	100%

### Assignment of Space

Show management will make allocations of space guided by the requirements of individual exhibiting firms and reserves the right to arrange the floor plans and/or relocate any exhibit if deemed advisable in the best interests of the exposition.

### Compliance

Each exhibiting firm agrees to comply with all federal, state, and local laws and ordinances applicable to the space leased and also with such rules and regulations as deemed necessary by the exposition facility and/or show management.

### Americans with Disabilities Act (ADA)

Exhibiting firms must be in full compliance with the Americans with Disabilities Act.

### Subletting Space

No exhibiting firm shall assign, sublet, or apportion the whole or part of its allotted space or distribute literature for other products or services not manufactured or exclusively distributed by the contracted exhibiting firm.

## Payment

Animal Care Expo exhibit space, advertising and sponsorships are not considered final and approved until payment is received in full. Booth space will not be assigned until payment is received in full. Payments are due 30 days from invoice date.

## Unions

The exhibiting firm hereby agrees to abide by all agreements made among any unions or other labor groups with jurisdiction at the exposition and show management or its agents and the exposition facility.

## Use of Other Names and Products

Within its exhibit space, the exhibiting firm may not display or advertise equipment, products, or services bearing the name or logo of any company, dealer, or distributor other than that of the exhibiting firm. The exhibiting firm is permitted to promote the dealers and distributors of its manufactured products in signage, display material, literature, etc., as long as such promotion conforms to the display rules and regulations.

## Competing Events, On or Off-Site

Exhibitor or sponsor shall not conduct any competing event during workshop, session or exhibit hall hours. Exhibitors who plan activities must schedule their events before and after those published hours.

## Marketing Activities Outside Exhibit Space

The exhibiting firm may not extend its marketing activities in any way or at any height level beyond the three-dimensional boundaries of its exhibit space. Displays of any kind, including products, advertising, promotional signs, literature, novelties, personal interaction, etc., will not be permitted in other exhibit spaces or public areas such as aisles, entranceways, lounges, approaches, corridors, meeting rooms, or other areas of the exposition hall or surrounding areas of hotel properties, including parking lots and other outdoor spaces or in hospitality rooms.

## Solicitation

All interviews, demonstrations, solicitations, and other activities must be conducted so as to not infringe on the rights of other exhibiting firms or offend visitors to the exposition. The exhibiting firm shall confine all such activities to within its exhibit space and not in the aisles.

## Nonofficial Contractors

The exhibiting firm shall neither contract for nor use any services in connection with its exhibit space at the exposition without the prior approval of show management. At least 60 days prior to the opening date of the exposition, the exhibiting firm shall supply in writing to show management the names of any persons or organizations (other than those designated as official contractors by show management) whom the exhibiting firm proposes to perform any services at the exposition. Show management will promptly notify the exhibiting firm of its approval or rejection of such selections. Nonofficial contractors must abide by all rules of the exposition for exhibiting firms and nonofficial contractors.

## Noise

Representatives operating sound equipment, televisions, radios, loudspeakers, or any noise-creating devices shall do so only at a level that will not interfere with other exhibitors and/or attendees. Show management reserves the right to restrict exhibits because of noise, method of operation, creation of safety hazards, or any other reason that will interfere with the best interests of the exposition as a whole.

## Exhibitor Service Manual

A complete *Exhibitor Service Manual* covering services and prices for shipping, warehousing, setting up and dismantling, and move-in and move-out days will be sent to each exhibiting firm. Any additional rules and regulations will be furnished to each exhibiting firm by show management before the show.

## Exhibit Dismantling

Under no circumstances shall an exhibitor dismantle their exhibit before the closing of the exhibition event without prior permission of the Exhibits Coordinator. Exhibitors that dismantle early will forfeit preferred booth location status at upcoming shows and may be assessed a \$300 fine.

## Cancellation of the Event - ADDED 3/13/20 as it pertains to "Animal Care Expo 2020" only

HSUS may cancel Event due to circumstances beyond HSUS' control, including but not limited to, acts of God, government order, disaster or other emergencies, or any other circumstances which make it illegal or impossible for HSUS, the Event hotel(s) or venue(s), or other locations of Event to provide the facilities and/or services for Event. HSUS Exhibitor and sponsor agreements may be canceled for any one or more of such reasons by emailed notice from HSUS to the Exhibitor and/or Sponsor without liability on the part of HSUS. In the event of such cancellation, HSUS will not be held liable for any damages, losses or costs incurred by Exhibitor and/or Sponsor. HSUS understands a cancellation due to Covid-19 would be an extraordinary situation. HSUS agrees to refund or carry over to the 2021 Expo year the actual amount specified in the Exhibitor and/or Sponsor agreement signed and paid to HSUS. The addition of this clause to the Exhibitor Terms and Conditions is only valid due to the Cancellation of Animal Care Expo 2020 by HSUS due to Covid-19.