

# SAE TERMS AND CONDITIONS

## 1. Booth Construction and Services

Exhibition booths and other material intended for use within the Exhibit space must comply with the SAE Exhibition Rules and Regulations which are in effect at the time this contract is signed.

Booth plans must be submitted to the SAE Exhibition Management for approval not less than ninety (90) days prior to the opening date of the Exhibition.

## 2. Installation and Dismantling of Exhibits

Installation and dismantling of exhibits may not begin before the specified starting times and must be completed by the specified completion times.

## 3. Cancellation or Reduction of Exhibit Space

In the event of an exhibit space cancellation and SAE receives written notice of such cancellation more than ninety (90) days prior to the opening date of the Exhibition then SAE shall retain a service charge equal to fifty (50) percent of the rental cost of the space. If a cancellation takes place within ninety (90) days of the opening day of the Exhibition, the exhibitor is liable for 100% of the rental cost of the space.

In the event of an exhibit space reduction and SAE receives written notice of such reduction more than ninety (90) days prior to the opening date of the Exhibition then SAE shall retain a service charge equal to fifty (50) percent of the rental cost of the space not used.

## 4. Space Payment

Payments due are according to the *Exhibit Space Assignment Terms* described in the exhibit space contract. Those contracts requiring a deposit of at least fifty (50) percent of the highest rental cost of any requested space must accompany this contract. The balance of those contracts requiring a deposit is due no later than ninety (90) days prior to the opening date of the Exhibition. Failure by the exhibitor to pay the Total Rental Cost by the due date may be considered a Cancellation of Exhibit Space by SAE Exhibition Management and may result in the exhibitor being prohibited from participation in the exhibition. Purchase orders will not be recognized as an acceptance of the Exhibit Space Contract. Exhibits may not be erected unless the Total Rental Cost has been received by SAE.

## 5. Termination or Interruption of Exhibition

In the event the site where the Exhibition is to be held, in the sole determination of SAE, becomes unfit for occupancy or is substantially interfered with by reason of picketing, strike, embargo, injunction, act of war, act of God, act of terrorism, fire, emergency declared by any government agency, or by virtue of any ordinance or law of any Municipal, State, or Federal governmental agency or any act beyond the control of SAE, this agreement may be terminated by SAE.

In the event of such termination, the Exhibitor waives any and all damages and agrees that SAE may, after deducting all costs and expenses, including a reserve for claims, refund to the Exhibitor, as and for complete settlement and discharge for all said Exhibitors' claims and demands, his pro-rate share of all funds paid by all Exhibitors.

In the event the Exhibition is interrupted for any reason including, but not limited to, emergencies of any type, failure of utilities or other public services, the Exhibitor waives any and all claims against SAE.

## 6. Liability and Indemnification

Neither SAE nor the management of the Site shall be liable for damage, loss or destruction of the exhibits by reason of fire, theft, accident or other destructive causes, and each Exhibitor shall rent Exhibit Space at their sole risk. Neither SAE nor the management of the Site nor any of their employees, agents, or servants will be accountable or liable for accidents to Exhibitors, their employees, agents or servants. The Exhibitor shall be liable to SAE and/or the Site for any damage done to the building and/or the furniture and fixtures contained therein

which shall occur through the acts or omissions of the Exhibitor, its employees, agents or servants.

The Exhibitor agrees to indemnify, save harmless and defend SAE against any liability, claim or expense resulting from any injury or damage to any person or property which occurs within the Exhibitor's exhibit space or as the result of any act or omission of the Exhibitor, its employees, agents or servants.

## 7. Restrictions

1. Booths must be staffed by technical specialists who are qualified to discuss engineering details of the development and products/applications of their company. Competitive products/ applications may not be displayed, referenced, or otherwise employed for comparative purposes.

2. All booth personnel must be conservatively clothed in acceptable attire and must confine their activities to the booth space of the exhibitor by whom employed.

3. No noisy or obstructive work will be permitted during exhibit hours, nor will noisily operating displays, flashing lights, or exhibits producing objectionable odors be allowed. **ALL SOUND SYSTEMS** must incorporate volume controls or earphones. SAE reserves the right to turn off open sound systems if annoying to surrounding exhibitors. (See section on "Sound" in "SAE Exhibition Rules and Regulations.")

4. Any distribution of literature or samples shall be limited to the exhibitor's booth.

5. No exhibitor shall operate any tool or piece of equipment without prior written approval of the SAE Exhibition Management.

6. Exhibitors shall not schedule, foster, or conduct outside activities that would take qualified attendees from the exhibit during exhibit hours.

7. Drawings, contests, and raffles must have an educational or technical orientation. All drawings, contests, and raffles must have the prior written approval of the SAE Exhibition Management.

8. **EXHIBITOR AGREES, WITHOUT EXCEPTION, THAT NO SELLING, ORDER-TAKING, OR RECRUITING OF PERSONNEL WILL OCCUR IN THE DISPLAY AREA OR WITHIN OTHER CONVENTION FACILITIES PROVIDED.**

9. Any activity that results in excessive obstruction of aisles or prevents ready access to nearby Exhibitor's booths shall be suspended for any periods specified by SAE. If movies and demonstrations are shown in the exhibit, the booth space must be able to contain a reasonable size audience. (See illustration in the "SAE Exhibition Rules and Regulations.")

10. Sub-Leasing or multiple company sharing of exhibit space is subject to the following conditions:

(a) National Government may sponsor a multiple company exhibit.

(b) Trade Associations may develop an integrated exhibit.

(c) Manufacturers' Representatives may develop a multiple company exhibit.

(d) Minimum space allocation shall be 100 square feet per company represented.

(e) All co-tenants agree to be bound by the terms and conditions of this contract.

## 11. Interpretations and Amendments

SAE reserves the right to interpret these regulations as it deems proper to insure the success of the Exhibition and to further the educational purposes of The Society exhibit are intended to supplement the information disseminated at the technical sessions.