

TERMS AND CONDITIONS

A complete Application is due by Friday, 25 February 2022. The complete Application should be sent to:

2022 Houston Host Organization Committee, Inc./C/O
Robert Martin
14926 Tallow Forest Court
Houston, Texas 77062
Email: Exhibitor@houstonri2022.org

1. BOOTH ALLOCATION

Booths will be allocated by HOC on a “first come, first served” basis after Friday, 25 February 2022. HOC/RI reserves the right to designate the area of the GRB that will be used for exhibit booth(s) and to locate and/or relocate Commercial Exhibitor’s assigned booth(s).

Exhibitors may include retailers selling non-Rotary items, tourism groups, and any other groups wanting to promote themselves or sell products to Rotarians. Fundraising, by any entity other than The Rotary Foundation itself, is not allowed in the House of Friendship or the adjacent exhibit areas. Rotary Club and District Projects, Fellowship, Global Networking Groups, and Committees may only apply through Rotary International.

Applications that are submitted after Friday, 25 February 2022 may be assigned a booth if a booth is available, in order of the date the complete Application is received by HOC. Date of receipt is the date in which the HOC receives your complete Application. If booths are not available for allocation by HOC, HOC will develop a waiting list based upon the order in which HOC received complete Applications.

Applications received and allocated after Friday, 25 February 2022 will not be included in the International Convention Program book.

HOC does not represent or warrant that a Commercial Exhibitor will receive a booth assignment or that the desired number of booth(s) requested will be available to a Commercial Exhibitor. In the event that a Commercial Exhibitor fails to occupy its booth by 12:00 on Saturday, 4 June 2022, fails to comply with these Terms and Conditions or otherwise fails to comply with any other terms and conditions set forth by the HOC/ RI concerning the use of booths, HOC/RI shall have the right to take possession of said booth(s) and lease same, or any part thereof, to such parties and upon such terms and conditions that it may deem proper, without any rebate or allowance to the original Commercial Exhibitor or releasing the Commercial Exhibitor from any liability hereunder.

2. LARGE EQUIPMENT/HEIGHT RESTRICTIONS

It is the Exhibitor’s responsibility to inform HOC/RI prior to move-in of any large items that will be included in the booth space (e.g. motorcycles, cars, trailers, or model yachts) or any special needs your booth might have. Large equipment display requests may be submitted to HOC/RI using the large equipment display form provided in the exhibitor service kit. The large equipment display form should be submitted to HOC/RI by 1 April 2022 so that accommodations may be made. Failure to provide notice by 01 April may result in HOC/ RI not being able to make accommodation for such requests. Additional fees may be incurred by the Exhibitor to transport large items or equipment to assigned booth space. Additionally, all items or equipment transported to the booth space must remain in the space throughout the duration of the exhibition. Please consider when planning the construction of your booth the maximum height of 8’.

Exhibit booth design and displays are subject to the approval of HOC/RI in its discretion and HOC/RI reserves the right to prohibit

designs and displays it finds objectionable. HOC/RI reserves the right to reject as unsuitable any such booth design, displays or arrangements made by the Commercial Exhibitor that do not conform with the spirit or decorum of the Convention.

3. REGISTRATION

RI shall distribute a maximum of six (6) complimentary House of Friendship exhibitor badges per 10ft x 10ft (3m x 3m) exhibit booth. Additional House of Friendship exhibitor badge requests (exceeding the six (6) complimentary badges) will be charged at US \$50.00 per person before 1 March 2022 and US \$100.00 thereafter (GST Not Included).

House of Friendship exhibitor badges provide access to the House of Friendship only, and are not transferable. All exhibitors must have badges to enter the House of Friendship. Commercial Exhibitors and their respective staff who wish to attend plenary sessions, workshops or other official RI events must register via the official convention registration form at the corresponding rate. Additional information regarding registration will be distributed if you are allocated exhibit booth(s).

Exhibitors displaying any logos of Rotary International and/or The Rotary Foundation must ensure the logos meet current logo requirements.

On-site registration will be open beginning on Wednesday, 1 June 2022 in the GRB (Please note that these times are subject to change. Check www.riconvention.org for updates.)

Exhibitors are required to specify the names of each person working in its awarded booth to HOC by Wednesday, 1 April 2022. Failure to provide this information to HOC by 1 April 2022 may result in Exhibitor i) not being permitted to exhibit during the Convention, ii) not receiving equipment or furniture in its awarded booth, iii) not receiving power to its booth, and/or iv) HOC taking possession of booth(s), in HOC’s discretion and without any rebate, refund or allowance to Exhibitor or releasing Exhibitor from any liability under this Agreement.

4. EARLY ACCESS

RI shall distribute two (2) complimentary “early access” wristbands to each 10 ft x 10 ft (3m x 3m) exhibit booth. To ensure the safety and security of all Convention attendees, only those Exhibitors properly registered as “early access” exhibitors will be allowed into the House of Friendship during early access hours. Please see the House of Friendship schedule under point 2 for “early access” hours. The “early access” wristbands and registration badge must be worn at all times during set up and after the House of Friendship closes daily. Lost or misplaced wristbands will not be replaced by RI. Additional “early access” wristbands are available for purchase from RI Registration for a nonrefundable fee of US \$30.00 (GST included) each.

5. VEHICLE DOCK PASS

One (1) vehicle dock pass will be distributed to each Commercial Exhibitor regardless of the dimensions of allocated booth. Exhibitors with “early access” wristbands and convention registration badges will be allowed to use the vehicle entry pass to access the exhibit hall loading dock during House of Friendship booth move in (Friday, 03 June) and booth move out (Wednesday, 08 June) hours only. The vehicle dock pass must be displayed in the front windshield of the vehicle while accessing the dock. Vehicles (trucks, vans and cars) may use the loading dock for loading and unloading purposes only. The vehicle dock pass will expire after the Exhibitor has been on the dock for thirty (30) minutes.

Dock passes should be picked up in the Registration Hall along with “early access wristbands” and convention badges. Exhibitors will be assigned a dock time after submitting for a vehicle pass. If the exhibitor is unable to meet their assigned time, considerations will only be made in extreme circumstances. Exhibitors must notify HOC of any such circumstances.

6. BOOTH DESIGN

All demonstrations and/or other sales activities must be confined to the limits of the exhibit booth. All materials used or to be used in the construction of the Exhibitor’s booth and in any display thereon (including signs) or therein must be noncombustible, nonflammable and/or flame resistant. Exhibitor is solely responsible for the safety of its exhibits and display. Exhibit booth designs and displays are subject to the approval of HOC/RI in its discretion and HOC/RI reserves the right to prohibit designs and displays it finds objectionable. Booths and booth displays must be designed and operated in a manner that respects the rights of other exhibitors and Convention attendees. Excessive noise will not be tolerated. Exhibitor agrees that use of audio or video content in booth shall be appropriate for a general audience and agrees to refrain from using content that may be considered offensive or objectionable to such audience. In the event of a complaint from any person regarding the content used by Exhibitor, HOC/RI will investigate. If HOC/RI determines, in its sole discretion, that the content is offensive, HOC/RI will request the Exhibitor to cease using such content. In the event Exhibitor refuses HOC/ RI’s request or a subsequent complaint is filed against the Exhibitor, HOC/ RI reserves the right to shut off the power to Exhibitor’s booth until the Exhibitor complies with HOC/RI’s request or expel Exhibitor from the Convention.

Any material found in public spaces will be discarded. Aisles are the common property of all exhibitors and must not be obstructed at any time; therefore, each Exhibitor has the responsibility to assure proper flow of traffic through the entire exhibit area. If in-booth demonstrations gather spectators that crowd any aisle and interrupt the flow and safety of attendees, the Exhibitor will be requested to contain the crowd within its booth or end the demonstration.

Exhibitor must comply with all laws, regulations and ordinances in force in GRB, the city of Houston, and the country of United States of America with regard to booth design and display.

7. SHIPPING AND RECEIVING

Exhibitors are encouraged to ship merchandise directly to the official freight forwarder of the Convention. Utilizing the material handling services provided by the freight forwarder should simplify the move-in process for all Commercial Exhibitors, as all merchandise will be delivered directly to each booth. The official freight forwarder for the 2022 Rotary International Convention will also provide custom brokerage services.

Exhibitors shipping freight internationally must seek the services of a freight forwarder and customs broker to clear its freight through customs at point of entry and point of export.

Exhibitors must comply with and pay all freight drayage fees as listed in the Exhibitor Service Kit. It is the Exhibitor’s responsibility to determine and address the freight weight and subsequent drayage fees with the Convention decorator and/or the RI freight forwarder before Exhibitor’s freight will be moved by the decorator or freight forwarder. If your Application is approved, information on shipping and material handling will be included in your award letter and the Exhibitor Service Kit.

Delivery to booth(s) may only take place during early access times as stipulated in the HOF exhibit schedule above. Exhibitors must

arrange for the unloading and transportation of equipment to and from the booths(s) during approved move in and move out hours. Exhibitors, themselves, may only bring into GRB items that may be carried by hand or by domestic trolley/dolly. Trolleys will not be provided.

8. PROHIBITED ACTIVITIES

- a) Rotary International licensed vendors are only permitted to sell merchandise from the Rotary allocated licensed vendor booth area of House of Friendship. Licensed vendors are not permitted to exhibit from commercial booths and cannot submit a Exhibitor Booth Application.
- b) Exhibitors are not allowed to sell any goods or merchandise which bear any of RI trademarks (“Rotary Marks”). The Rotary Marks are trademarks and service marks owned by RI. Only those companies or individuals licensed or otherwise given permission by RI are authorized to reproduce the Rotary Marks on goods for sale, display or distribution or display, distribute or sell merchandise including the Rotary Marks. Violators’ merchandise will be confiscated by RI.
- c) No groups that focus on fundraising will be allocated a booth at the Convention. Per the Rotary International President and the Rotary International Convention Committee, absolutely no fundraising is permitted in the House of Friendship or adjacent exhibit area. Booths will be monitored for violators. Commercial Exhibitors failing to comply with this prohibition will be asked to leave the House of Friendship and denied the opportunity to exhibit at the 2023 Rotary International Convention.
- d) Excessive noise will not be tolerated in Exhibitor booths. Exhibitors who fail to comply with HOC/RI direction or regulations regarding music and audiovisual equipment sound levels will be asked to leave the House of Friendship and prohibited from exhibiting for the remainder of the Convention.
- e) Displaying or distributing exhibit related materials (i.e. pamphlets) outside the House of Friendship is prohibited.
- f) Displaying exhibit related materials outside assigned booth is prohibited.
- g) Combustible materials, including but not limited to brochures, literature, giveaways, etc. within Exhibitors booth is limited to a one-day supply. Please contact the Convention’s official freight and shipping contractor to make arrangements for storage.
- h) Delivery of exhibit freight to booth(s) during the House of Friendship hours of operation is prohibited.
- i) GRB WILL NOT accept freight shipments or packages from exhibitors or contractors outside of the specified dates in the Exhibitor Service Kit. Freight must be consigned through the designated official freight and shipping contractor as specified in the Exhibitor Service Kit. There are no exceptions to this policy.

Booth space allocated by HOC to a Exhibitor (as indicated on the submitted Application) may not be sublet or subdivided to any other person(s) or group(s).
- j) Use of combustible, flammable and/or non-flame resistant materials in the construction of an Exhibitor booth is prohibited.
- k) Photography of other exhibitor’s booths is prohibited without the express permission of the exhibitor.
- l)
- m) The rigging of overhead banners or wrapping/decorating of venue pillars or existing structures is prohibited.
- n) Construction of booth or exhibit height in excess of eight (8) feet (approx. 2.5 m) is prohibited.

9. CANCELLATION AND REDUCTION

Notification of booth cancellation or booth reduction must be received in writing by HOC and shall become effective when received by HOC. Cancellation and reduction notification may be sent to: exhibitor@Houstonri2022.org

Cancellation and booth reduction deadlines are as follows:

- Prior to February 25, 2022 -Exhibitor's payment will be refunded in full less any expenses incurred by HOC, at HOC sole discretion, as a result of Exhibitor's Application (e.g., boothset-up, signage).
Between January 1, 2022– February 25, 2022 - Exhibitor will receive a refund with a deduction of fifty percent (50%) of Application fees paid to HOC or HOC expenses incurred to date.
- After February 25th – Exhibitor is responsible for entire cost of booth(s). HOC will not issue a refund.
-

HOC/RI may cancel Exhibitor's booth due to Exhibitor's failure to comply with HOC/RI rules or regulations and/or these Terms and Conditions. If booth is cancelled by HOC/RI, Exhibitor will be notified in writing. Exhibitor will be liable for the same cancellation charges or subject to the schedule above.

17. GENERAL

- a) RI/HOC reserves the right to reject and/or deny any Application and to deny exhibit booth space to any Exhibitor. The contact person listed on the Application will receive an electronic notification from HOC once the completed Application has been received and filed as complete. If a confirmation of receipt is not received within three weeks of submission, please contact HOC.
- b) Exhibitor is responsible for the cost of and/or arranging its own insurance, staff, security, customs formalities and duties, and other operational arrangements. Exhibitor shall comply with all federal, provincial, state, municipal, county and city laws, regulations, rules and other similar requirements and pay any and all applicable taxes, fees and duties required. All terms, conditions and regulations of GRB and other facilities used for the Convention are made a part hereof and fully incorporated herein and Exhibitor agrees to abide by all such terms and conditions.
- c) Exhibitor warrants that it owns the rights for or has a license to use the materials it will use in its booth(s) at the Convention and agrees to defend, at Exhibitor's expense, and indemnify RI and the HOC for any action brought against RI/HOC and/or any cost incurred by RI/HOC arising out of any such use by Exhibitor. Exhibitor is responsible for the payment of fees, royalties or fines for use of any work that is protected by copyright, patent, or trademark law, including all applicable ASCAP/BMI music licensing fees.
- d) RI/HOC reserves the right to reject as unsuitable any exhibit booth design, displays, or arrangements made by Exhibitor that do not conform with the spirit or decorum of the Convention. RI/HOC reserves the right to move or reallocate Exhibitor's booth to a new location in the interest of the Convention or to cancel this Agreement and/or booth allocation for any reason deemed necessary by RI/HOC. Exhibitor will be notified in writing in any such case. All booth displays must be compliant with all applicable Rotary policies; Exhibitor may not use HOC/RI's trademarks in its displays without the prior written approval of HOC/RI.
- e) Exhibitor shall not assign, share or sublet any part of its exhibit booth without the express written consent of RI.

f) RI/HOC makes no representations or warranties with respect to the demographic nature and/or volume of exhibitors, press and/or attendees attending and/or at the Convention.

g) Photography of other exhibitors' booths is prohibited without the express permission of the exhibitor.

h) RI/HOC shall have the non-exclusive right to use the name, logo and other personal information of Exhibitor in any form, media or technology in connection with the promotion of the Convention, complying with these Terms and Conditions, and other purposes. Exhibitor grants RI/HOC and its designees permission to record Exhibitor's (which includes its staff and booth personnel) voices, images, statements and likenesses by photograph, video, audio or other recording means ("recording"), understanding that RI/HOC will have the perpetual, irrevocable, royalty-free right to use, publish and license such recordings for any purpose and in any media, worldwide.

i) Exhibitor accepts that RI/HOC and/or their subcontractors may take actions to maintain attendee security and RI/HOC and/or its subcontractors have the sole discretion in taking such action. RI/HOC and/or subcontractors shall not be held responsible for maintaining access to the House of Friendship, any economic losses to Exhibitor or for damage or loss of Exhibitor's property. Exhibitor agrees that it is solely responsible for the safety and security of its booth(s) and the contents thereof, including products, displays and booth and personal items, and Exhibitor is solely liable for losses or damages incurred by Exhibitor for any reason, including theft. RI/HOC shall not be responsible, including legally and financially, for the loss, damage, theft or disappearance of Exhibitor's products, displays booth and personal items including the contents of Exhibitor's booth.

For any violations of this Agreement or any other rules, regulations and procedures set forth herein or by RI/HOC or GRB, RI/HOC shall take enforcement action at its discretion up to and including closing Exhibitor's booth, confiscating Exhibitor's registration and exhibitor badges, and any Convention registration badges, if Exhibitor is also registered for the Convention, and removing Exhibitor from the House of Friendship, GRB, Convention buildings, premises and grounds and other venues and premises RI/HOC is using for Convention events and Convention related events without any refund or damage compensation.

Exhibitor shall defend, indemnify and hold harmless RI, The Rotary Foundation of Rotary International, and 2022 Houston Host Organizing Committee, Inc. (collectively referred to as the "Rotary Indemnitees"), including their directors, trustees, officers, committee members, employees, agents, contractors, subcontractors, volunteers, and representatives ("Rotary Indemnitees") from and against all claims (including, without limitation, claims for bodily injury or property damage and claims of trademark, copyright and patent infringement), demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorneys' fees and other legal expenses), awards, fines and judgments asserted against or recovered from Rotary Indemnitees if caused by any or arising out of any act, conduct, omission, negligence, misconduct or by an unlawful act (or act contrary to any governmental order or regulation) of Exhibitor, its owners, directors, officers, employees, contractors, subcontractors, manufacturers, agents, representatives, successors, and assigns in complying with these Terms and Conditions (this Agreement). The foregoing includes, without limitation, injury or damage to the person or property of Rotary Indemnitees, independent contractors engaged or any third party, whether or not the subject of any policy of insurance.

l) Exhibitor shall maintain US \$1,000,000 in general (public) liability insurance. Said policy must provide coverage in the United States of America, including, but not limited to, for the sale of goods and product liability. Exhibitors assume all responsibility for all products and other items they provide or display in their booths, including, but not limited to, audiovisual and computer equipment. Exhibitor agrees to assume all risk in the event of damage to property and loss by theft or otherwise of the property of Exhibitor, its owners, directors, officers, representatives, employees, contractors, subcontractors, manufacturers, agents or other related persons and agrees to provide RI/HOC with waivers of its and of all such parties rights and claims arising out of or in connection with such damage or loss, as well as full waivers of subrogation from Exhibitor's insurers. Exhibitor agrees to provide RI/HOC with a certificate of insurance naming RI, The Rotary Foundation, and 2022 Houston Host Organization Committee, Inc. as additional insureds. Furthermore, said certificate of insurance should also name the George R. Brown Convention Center (GRB) as an additional insured for the period of 04 June 2022 - 08 June 2022. The certificate of insurance must be submitted with Exhibitor's Application by Friday, 25 February 2022. Failure by RI to request proof of insurance shall not relieve Exhibitor from carrying proper coverage.

m) RI and the HOC reserves the right to establish other rules, regulations and procedures necessary for the safety and convenience of Convention and Convention-related event registrants, Rotarians, Rotaractors, Interactors, vendors, exhibitors, venue and contractor staff, and RI staff or any other reason; and such rules, regulations and procedures will be made a part hereof and fully incorporated herein. Additionally, the Code of Conduct and other provisions concerning safety and security set forth in the 2022 RI Convention Program Book are made part of these Terms and Conditions and are fully incorporated herein.

n) HOC shall have full and exclusive power in the matter of interpretation, amendment and enforcement of these Terms and Conditions and other terms, conditions, rules, regulations and procedures. If a dispute or disagreement shall arise between HOC and Exhibitor concerning the permitted use of a booth or concerning interpretation of any of the terms and conditions contained herein or other rules, regulations and procedures, the decision and interpretation of RI shall be final.

o) The Exhibitor's Booth Application and this Exhibitor's Booth Terms and Conditions (collectively "Agreement") shall constitute a valid and binding contract which is governed by the laws of the State of Texas, U.S.A., without giving effect to conflict of law rules. In the event of any dispute, issue or litigation concerning or arising under or from this Agreement, Exhibitor agrees to submit to the jurisdiction of any court that is located in Harris County, State of Texas, U.S.A.

p) RI shall not be liable in any way for injuries to persons or damages to property incurred or suffered by Exhibitor or any of its owners, directors, agents, employees, representatives, contractors, subcontractors, booth staff, guests, manufacturers, successors, assigns, or any person related to Exhibitor in any way during the performance of this Agreement or for any lost profits, or any incidental, special, indirect, punitive or consequential damages whatsoever for any acts or omissions of HOC / RI.

q) A waiver by RI/HOC of any terms or conditions of this Agreement in any one instance shall not be deemed or constituted to be a waiver of such terms and conditions for the future or any subsequent breach thereof. If any provision of this Agreement

is determined to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect, if the essential terms of this Agreement for both parties remain valid, legal and enforceable. All remedies, rights, undertakings, obligations or agreements contained herein shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement.

This Agreement shall be binding upon and inure to the benefit of the successors of the parties hereto. Exhibitor shall not assign or otherwise transfer this Agreement or its rights hereunder, whether voluntarily or involuntarily, directly or by merger, consolidation, dissolution, operation of law or any other manner except with the prior written approval and consent of HOC/RI, such consent is within HOC/RI's sole discretion.

Exhibitor shall not delegate any performance under this Agreement without the prior written consent of HOC/RI. Any violation by Exhibitor of this sub point 16 r) shall constitute a material breach of this Agreement and any assignment, sublicensing or transfer in whole or in part in violation of the foregoing by Exhibitor shall be null and void.

Exhibitor is and shall be deemed to be an independent contractor for all purposes under this Agreement. This Agreement does not constitute and shall not be construed as creating the relationship of joint venture, partnership or principal and agent between HOC/RI and Exhibitor or between RI and any of Exhibitor's owners, directors, officers, employees, guests, booth staff, agents, representatives, contractors, manufactures or subcontractors.

The failure of either party to this Agreement to comply with the terms and conditions of this Agreement due to an act of God, strike, war, fire, riot, civil unrest, natural disaster, epidemic, national mourning, acts of terrorism or sabotage, interdiction by the official authorities of the event when this cancellation has been decided for security reasons within the context of riots or a climate of extreme tension, destruction, non-availability of venues, deficiency of electrical or water supply, or for any reason beyond the reasonable control of such party, shall not be deemed to be a breach of this Agreement. In such event, this Agreement may be terminated by sending notification to the other party by registered letter. Exhibitor hereby waives any claim for property or other damages or compensation.

This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and is binding on both parties. There are no understandings, representations or agreements other than those set forth herein. This Agreement supersedes all prior written and oral agreements or understandings between the parties on the subject matter herein.

t) This Agreement shall not be amended or altered except in writing and signed by the authorized representatives of the parties hereto. Should any discrepancy exist between this Agreement and any attachment, this Agreement will govern.