



Rules & Regulations - IREM/BOMA Vendor Fair 2010

March 24, 2010



Codes & Agreements: Exhibitor hereby agrees to be bound by the "Rules & Regulations" of IREM/BOMA Vendor Fair (Event). Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations; (ii) any rules or regulations of the Facility where the Event is held; (iii) the terms of all leases and agreements between the IREM/BOMA Vendor Fair Committee, Facility, Official Drayer, or Decorator, which will in any way increase premiums payable by any said parties and any such increase resulting from a violation of this section.

Space Assignments: IREM/BOMA Vendor Fair shall use its best efforts to locate the Booth in a location requested by the Exhibitor, and to provide physical separation of the Exhibitor from the Booths of those competitors from whom the Exhibitor has requested such separation. Notwithstanding the above, IREM/BOMA Vendor Fair reserves the right to change location assignments at any time, as it may at its sole discretion deem necessary.

Hospitality Suites and Private Parties: Only Exhibitors and registered Attendees shall be authorized to use the official Hospitality Suite, during such times as said Suite is made available by IREM/BOMA Vendor Fair. Other suites or private parties shall not be open during regularly scheduled hours of meetings, exhibits, or other IREM/BOMA Vendor Fair functions. Exhibitors who schedule private functions in conflict with the Event will not be eligible to exhibit at Event for two years. This policy will be strictly enforced.

Equipment: Booth equipment and signage by IREM/BOMA Vendor Fair or the official decorator shall be returned at the close of the Event, complete and in good condition, normal wear and tear accepted. Exhibitor shall have no right, title, or interest in such equipment. All equipment or services, excepting such as contracted by IREM/BOMA Vendor Fair and Official Decorator, shall be contracted by Exhibitor at Exhibitor's own expense. Such additional contracts shall be in keeping with all rules, codes, and regulations referred to under Codes & Agreements above.

Exclusion: IREM/BOMA Vendor Fair shall have the right to exclude or to require modification to any display or demonstration which it considers unsuitable to, or not in keeping with, the character of the Event. IREM/BOMA Vendor Fair shall have the right to prohibit or modify the use of amplifying equipment or appearance of dress which, at its sole discretion, it considers objectionable.

Liability: This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture, or agency between IREM/BOMA Vendor Fair and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless and defend IREM/BOMA Vendor Fair from and against any and all liability responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest, and attorney's fees) which IREM/BOMA Vendor Fair may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that IREM/BOMA Vendor Fair, and their respective agents and employees shall not be responsible in any way for (i) damage, loss, or destruction of any property of Exhibitor or (ii) injury to Exhibitor or its representatives, agency, employees, licensees, or invitees.

Cancellation or Postponement of Event: In the cases that the

Event is postponed due to any occurrence not occasioned by the conduct of IREM/BOMA Vendor Fair or Exhibitor, whether such occurrence be an Act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this lease, then the performance of the parties under this Agreement shall be excused for such a period of time as is reasonably necessary after such occurrence to remedy the effect thereof, and in any event for the duration of such postponement. In the case that such an occurrence results in the cancellation of the Event, the obligations of the parties under this Agreement shall be automatically terminated and all rental payments made under this Lease shall be refunded to the Exhibitor, less a prorata share of actual expenses incurred by IREM/BOMA Vendor Fair in connection with the Event.

Drayage, Handling & Storage: IREM/BOMA Vendor Fair and the owners or managers of the facility where the Event is to be held shall not accept or store Exhibitor's materials and Exhibitor shall make its own arrangements for shipment, delivery, receipt, and storage of such materials. Such arrangements may be made through the Official Drayer if desired, and are the sole responsibility of Exhibitor. All shipments and deliveries to the Event shall be prepaid. IREM/BOMA Vendor Fair shall not incur any obligation to the Official Drayer merely by reason of Exhibitor's use of Official Drayer.

Cancellation of Lease: Exhibitor shall have the right to cancel this agreement at any time by written notice to IREM/BOMA Vendor Fair. In the event cancellation is received up to 60 days prior to the Event, IREM/BOMA Vendor Fair shall refund in full any rental payments already made by Exhibitor. IREM/BOMA Vendor Fair shall refund 50% of booth space cost on cancellations received between 60-45 days prior to the Event, provided the booth is 100% paid, otherwise there is no refund. No refund will be made on cancellations received within 45 days of the Event. IREM/BOMA Vendor Fair retains the right to cancel Exhibitors participation upon written notice and full refund of all payment received. Under all circumstances, IREM/BOMA Vendor Fair retains the right to resell any cancelled booth space.

Security: IREM/BOMA Vendor Fair shall exercise reasonable care for the protection of the Exhibitor's materials and display throughout the hours of installation, show and dismantling period. Beyond this, IREM/BOMA Vendor Fair, Facility, or any officer or staff member thereof will not be responsible for the safety of the property of the Exhibitor, its agents or employees, from theft, damage by fire, accident, or any other cause. Exhibitor is required to provide for all insurance and/or policy riders to cover all booth contents.

Arrangement of Exhibit: Booths are furnished with **one table**. **Display material may be placed up to a height not exceeding 8 feet from the building floor. Exhibits not conforming to these specifications, or which are objectionable in the opinion of IREM/BOMA Vendor Fair or Facility, will be prohibited.**

Validation of Contract: This agreement is considered to be in effect upon receipt of (1) copy signed by Exhibitor, or (2) any payment, full or partial, from Exhibitor.

Signature: _____

Company: _____