



OCT 4-6  
ILTA 2021

HOU TX

# ILTA 2021 Exhibitor Application & Contract

## George R. Brown Convention Center

**COMPANY INFORMATION:** Exhibitors are responsible for updating their online profiles, print profile, and product categories.

Legal Company Name \_\_\_\_\_

Exhibiting as \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

Country \_\_\_\_\_ Website/URL \_\_\_\_\_

Phone \_\_\_\_\_ Toll-Free \_\_\_\_\_

### SHOW CONTACT INFORMATION:

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

### INVOICE/ACCOUNTING CONTACT INFORMATION: (if different from Show Contact)

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

### Exhibitor Fees

ILTA™ Member\* \$35.00/sq ft

Nonmember \$45.00/sq ft

The ILTA Member rate listed above and previously advertised is the advance member rate. ILTA Supplier Members MUST PAY DUES IN FULL to qualify for the advance member rate.

Each 10' x 10' booth space includes 8' back drape, 3' side drape, company identification sign, aisle carpeting and exhibit hall security. Exhibitors are responsible for the following services, which are not included in the booth space fee:

- booth furnishings
- carpet/flooring (required by show management)
- inbound and outbound shipping and freight handling costs
- electrical, internet and water services
- audiovisual equipment
- booth installation and dismantling
- booth cleaning
- individual booth security

### BOOTH PREFERENCE (\*PLEASE REVIEW THE FLOOR PLAN CAREFULLY)

List preferred booth space(s). All space is allocated in 100 sq. ft. (10' x 10') increments.

1. # \_\_\_\_\_ / sq. ft. \_\_\_\_\_ 2. # \_\_\_\_\_ / sq. ft. \_\_\_\_\_ 3. # \_\_\_\_\_ / sq. ft. \_\_\_\_\_

4. # \_\_\_\_\_ / sq. ft. \_\_\_\_\_ 5. # \_\_\_\_\_ / sq. ft. \_\_\_\_\_ 6. # \_\_\_\_\_ / sq. ft. \_\_\_\_\_

Exhibitor will accept assignment of any of the exhibit spaces indicated above. In the event that none of the requested exhibit spaces are available, exhibitor agrees to consider the "best available" space as agreed upon by exhibitor and ILTA.

### PAYMENT

\$ \_\_\_\_\_ USD Total Enclosed (or charge authorized)

**Check Enclosed** Remit in USD drawn on a U.S. bank, payable to:  
International Liquid Terminals Association

Charge:  VISA  MasterCard  Discover  American Express

Card Number \_\_\_\_\_

Expiration Date (MO/YR) \_\_\_\_\_ CVV \_\_\_\_\_ Billing Zip Code \_\_\_\_\_

Name on Card / Signature \_\_\_\_\_

### RETURN FORM:

Fax or email the completed form with credit card information or mail with payment.

ILTA  
1005 N. Glebe Rd, Suite 600  
Arlington, VA 22201 USA

Email: [sales@ilta.org](mailto:sales@ilta.org)

### Questions?

Email: [sales@ilta.org](mailto:sales@ilta.org)

Phone: +1 703-875-2011

### PAYMENT TERMS

A payment of 100% of the booth space fee must be submitted with contracts.

Contracts received without appropriate payment will not be processed.

The ILTA will adjust fees as needed to correct misreported member status or calculation errors. Exhibitor will pay any such fee adjustment within 10 days of receiving notice of the change.

### Cancellation Policy

All payments are final. If booth space is canceled or reduced, no refunds will be given. All cancellations must be received in writing at [info@ilta.org](mailto:info@ilta.org).

ILTA OFFICE USE ONLY

DATE

Received

NOAH ID

BOOTH #

SIGNATURE REQUIRED Signature/Typing of Name  
signifies acceptance of all  
Contract Terms & Conditions

DATE

# ILTA 2021 EXHIBITOR CONTRACT TERMS & CONDITIONS (page 1 of 2)

## 1. DEFINED TERMS

The term "Event" means the ILTA 2021 International Operating Conference and Trade Show (ILTA 2021) currently scheduled to be held on October 5-6, 2021 (the "Event Dates" at the Marriott Marquis Houston in Houston, Texas (the "Event Facility")). The Event is owned, produced and managed by International Liquid Terminals Association. As used hereinafter, the term "ILTA" means, collectively, International Liquid Terminals Association and each of its officers, directors, shareholders, agents, subsidiaries, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, the entity or person that executes this Contract as the "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable. The term "Contract" means this agreement, all amendments and modifications thereto, and all other materials, documents, rules and regulations expressly incorporated herein by reference.

## 2. CONTRACT ACCEPTANCE

This Contract shall become binding and effective only when it has been signed by Exhibitor, and accepted as valid by a duly authorized representative of ILTA. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests. ILTA reserves the right to deny access to any company for any reason at any time.

## 3. QUALIFICATIONS OF EXHIBITOR

ILTA, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who manufacture, remanufacture, or supply products, tools, equipment, supplies or services used for the liquid terminals industry. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited. ILTA reserves the right to restrict or remove without notice, any exhibit which ILTA, in its sole discretion, believes is objectionable or inappropriate.

## 4. ASSIGNMENT OF SPACE

Booking priority will be determined by whether the Exhibitor exhibited at the 2019 ILTA Trade Show and by the number of years the company has exhibited at the ILTA Show, number of years as a supplier member of the ILTA and the size of the space utilized. Any assignment does not imply that similar space will be assigned for future Events. ILTA reserves the right to change the floor plan or the location of an Exhibitor's booth if ILTA in its sole discretion determines that to do so is in the best interest of the Event. ILTA will consider requests to keep certain companies from being next to each other, however there is no guarantee that by making this request you will not be located next to one of these companies. ILTA assumes no responsibility in such instances.

## 5. USE OF SPACE

The space contracted for is to be used solely by and for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent of ILTA.

## 6. REPRESENTATION AUTHORITY OF PARTIES/SIGNATORIES

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of the Exhibitor named. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

## 7. CANCELLATION BY EXHIBITOR

If Exhibitor chooses to cancel this contract, Exhibitor may only do so by giving written notice. If Exhibitor cancels no refunds will be given. In addition, Exhibitor will remain liable for 100% of all fees paid or payable in respect of sponsorships and promotional products, regardless of when this Contract is executed or cancelled by Exhibitor. These amounts are considered to be liquidated and agreed upon damages, for the injuries ILTA will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships and/or promotional materials, in each case at a time when other parties would be interested in such space and/or products, will cause ILTA to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of

these damages. The date of cancellation shall be the date ILTA receives the notice from Exhibitor. ILTA reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space, and Exhibitor may be required to move to a new location.

## 8. CANCELLATION BY ILTA / PAYMENTS

If Exhibitor fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, ILTA may immediately terminate this Contract (and Exhibitor's participation in the Event) by providing written notice (or, if appropriate under the circumstances, oral notice with written notice to follow) to Exhibitor of such termination. ILTA shall have no obligation to refund monies previously paid. ILTA reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to ILTA. ILTA is expressly authorized (but has no obligation) to occupy, cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. ILTA reserves the right to terminate this contract at any time.

**\*CREDIT CARD:** ILTA is a PCI compliant company and as such we are prohibited from receiving card holder data via email or any other unsecured method where card holder data can be stored. Exhibitor authorizes ILTA to charge the credit card provided according to the Contract payment terms. If the credit card is declined, the Exhibitor acknowledges they are responsible for the full contracted amount. Cancellation and refund requests are subject to Clause 7. Exhibitor acknowledges and agrees they are obligated to pay the credit card company in accordance with the credit card account agreement. Exhibitor agrees to resolve any inquiry or dispute concerning credit card charges with ILTA. Exhibitor understands that all deposits/final payments are non-refundable. By executing Contract, it is confirmed that you have read and agreed to these terms. For security reasons, digital signatures are not accepted.

**\*WIRE/ACH:** ILTA is not responsible for any losses suffered due to third party fraud or crime, including, without limitation, false change of bank account communications, identity theft and other scams. Payments into ILTA's designated bank account only shall satisfy Exhibitor's payment obligations under this Contract. If you receive any communication notifying of a change in ILTA's designated bank account, you should verify the authenticity of the change with ILTA. If ILTA does not receive payment by the established due dates ILTA may immediately terminate this Contract.

## 9. CANCELLATION OF THE EVENT

If ILTA cancels the Event due to circumstances beyond the reasonable control of ILTA (such as acts of God, acts of war, pandemic, communicable disease, governmental emergency, labor strike or unavailability of the Exhibit Facility), ILTA shall refund to each Exhibitor its exhibit space rental payment previously paid, minus 25% as liquidated and agreed upon damages for the costs and expenses incurred by ILTA. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. ILTA reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If ILTA changes the name of the Event, relocates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 160 days earlier or 160 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but ILTA shall assign to Exhibitor, in lieu of the original space, such other space as ILTA deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If ILTA elects to cancel the Event other than for a reason previously described in this paragraph, ILTA shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of ILTA to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

## 10. EXHIBIT SPACE OCCUPANCY

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by ILTA. If Exhibitor fails to install its display in its assigned space by 10:00 a.m. on October 5, 2021, or leaves its space unattended during the Exhibit hours, ILTA shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by ILTA. All booths must be dismantled and removed from the Event Facility by 11:59 PM on Thursday, October 7, 2021

## 11. LISTINGS & PROMOTIONAL MATERIALS

By exhibiting at the Event, Exhibitor grants to ILTA a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in ILTA promotional materials. ILTA shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. ILTA may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any ILTA promotional purpose. Exhibitor warrants that it owns, or has right to use pursuant to a valid license, all intellectual property (copyright, trade mark, etc.) to be used by Exhibitor for promotion or exhibition at the Event.

## 12. CARE OF EXHIBIT FACILITY

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor. Exhibitors are responsible for removing all displays, product, flooring and trash. ILTA will charge the Exhibitor the cost to remove any items left post show.

## 13. TAXES & LICENSES

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of ILTA.

## 14. COPYRIGHTED MATERIALS

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

## 15. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits.

## 16. EXHIBITOR UPDATES

ILTA will provide Exhibitor information and updates to the designated representative of the Exhibitor, including the Exhibitor Service Manual. The designated representative of the Exhibitor will also receive updates about the Event via fax, mail, e-mail and/or SMS.

## 17. AUTHORIZATION TO CONTACT

Exhibitor acknowledges that ILTA shall be permitted to share Exhibitor's name and contact information with, and Exhibitor consents to being contacted directly by, vendors, sponsors and partners authorized by ILTA.

## 18. INCORPORATION OF RULES & REGULATIONS

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Contract shall be subject to determination by ILTA in its sole discretion. ILTA may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. If circumstances allow such notice. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this Contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by ILTA as soon as they are communicated to Exhibitor. This Contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by ILTA from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

## 19. INSTALLATION & DISMANTLING

Exhibitors must comply with the move-in and move-out times indicated in Paragraph 10 in the Exhibitor Service Manual. If an Exhibitor fails to remove an exhibit in the allowed time, ILTA shall be permitted (at Exhibitor's sole expense) to remove and place same in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges including storage to follow at no liability to ILTA. All exhibits must remain intact until the Exhibition is officially closed.

# ILTA 2021 EXHIBITOR CONTRACT TERMS & CONDITIONS (page 2 of 2)

## 20. CONTRACTOR SERVICES

In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, ILTA has contracted on an exclusive basis with official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in Exhibitor Service Manual.

## 21. EXHIBIT GUIDELINES

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of ILTA and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of ILTA. Uniformed attendants, models, contractors and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited. The use of Segway's or Segway-type units and scooters are prohibited on the show floor. Complex booth structures are defined as multi-story or those with a ceiling or canopy covering. Complex structures must submit a Certificate of Insurance with the coverages outlined in Clause 27. Insurance and provide structural engineer-approved plans. Photography or videography is permitted only with prior approval of the exhibiting company. Failure to obtain prior consent may result in removal from the exhibit hall.

## 22. GENERAL TERMS & CONDITIONS

ILTA has sole control over show policies. Except as expressly provided in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, ILTA in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this Contract must be in writing and signed by an authorized representative of ILTA.

## 23. ASSUMPTION OF RISKS; RELEASES

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither ILTA nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither ILTA nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

## 24. INDEMNIFICATION

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to ILTA), and hold ILTA and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any

injury to any person (including an attendee) or property while in the Exhibitor's space or relating to Exhibitor's use of any exhibition space or services.

## 25. LIMITATION OF LIABILITY

Under no circumstances shall ILTA or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of its acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall ILTA's maximum liability under any circumstance exceed the amount actually paid to ILTA by Exhibitor for exhibit space rental pursuant to this contract. ILTA makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Event or regarding any other matters.

## 26. THIRD PARTY OBLIGATIONS

ILTA shall have no liability or responsibility for the performance or failure to perform of any contractor including its exhibitor-appointed contractors (EAC) or the performance or failure to perform services to the exhibitor of the Exhibit Facility.

## 27. INSURANCE

(A) Exhibitor shall, at its own expense, secure and maintain insurance for the entire duration of the Event (move-in through move-out), the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

- Workers' compensation and employer's liability insurance complying with the laws of the state of Texas;
- Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and
- Automobile Liability insurance (required if bringing automobiles into the show venue) with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) International Liquid Terminals Association and each of its direct and indirect subsidiaries and other affiliates and (ii) the Event Facility. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to ILTA, shall be promptly furnished to ILTA. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to ILTA. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

(B) Certificate of Insurance forms must be submitted to ILTA by all Exhibitors no later than 30 days in advance of the event. No certificates will be accepted onsite. No waivers will be granted. No exceptions.

## 28. OUTSIDE EXHIBITS/HOSPITALITY SUITES

Exhibitor is prohibited, without express written approval from ILTA, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any ILTA-sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. All requests for a hospitality suite or public function space must be made through ILTA. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, ILTA reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

## 29. SOUND, LIGHTING &/OR LASER DEVICES

The use of devices for mechanical reproduction of sound or music; as well as lasers which are part of Exhibitor's display, are permitted, but must be controlled and maintained at a conversational level. Sound, lighting and/or laser beams must not be projected outside the exhibit booth. ILTA may immediately discontinue the use of any sound system, lighting or laser device that does not operate safely and

comply with this paragraph. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

## 30. FIRE & SAFETY LAWS

The Exhibitor shall comply with all state, city and local laws and ordinances relating to fire, safety and health. A description of these regulations will be found in the Exhibitor Service Manual, however ILTA will not be responsible for any errors or omissions contained therein.

## 31. SPONSORSHIP

Sponsorship offerings are available to current-year Exhibitors. Should an Exhibitor, who is also a sponsor, cancel its exhibit space, their sponsorship will likewise be cancelled. See Clause 7 Cancellation by Exhibitor. Show Management may require any exhibitor to make changes in its exhibit advertising and sponsorship material if, in Show Management's opinion, the exhibit, advertisement or sponsorship does not conform to prevailing standards of good taste. Changes will be required if the exhibit interferes with the rights of others. All sponsorships must be paid in full at time of purchase. Any cost incurred for any changes after the proof has been approved will be the responsibility of the sponsor. All sales are final. No refunds.

## 32. VIOLATION OF RULES & REGULATIONS

Violation of this Contract or any rules and regulations governing the Event, including those published in the Exhibitor Service Manual, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all booth payments; 2) the Exhibitor's "points" for the following year's booth assignment may be taken away; and 3) the Exhibitor may be prohibited from exhibiting at the future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law or equity. No delay by ILTA in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by ILTA of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

## 33. INTERNET ACCESS

Exhibitor agrees and acknowledges that its use of any Internet access and/or Wi-Fi service provided by the Exhibit Facility shall be in compliance with the applicable terms and conditions of use and that it will abstain from sending or receiving any message, data, file, content, or signal that is in breach of law, regulation or common morality, applicable privacy legislation, Internet copyright provisions, laws for the protection of minors, trade secrets, private correspondence or private information on the internet.

## 34. LEAD RETRIEVAL

Exhibitor acknowledges that the exclusive service provider for lead retrieval services will be identified in the Exhibitor Services Manual. Exhibitor may use such service provider to collect contact information from persons who visit such Exhibitor's space ("Attendee Data"). Exhibitor acknowledges that any Attendee Data so collected shall be used solely by Exhibitor for its legitimate internal business purposes. Without limiting the foregoing, Exhibitor understands and agrees that (i) it will not sell, transfer or otherwise distribute to any third party all or any part of any Attendee Data, (ii) it will not make or attempt to make any compilation of the attendees and/or other participants of the Event or any other derivative work of any Attendee Data, (iii) it will not otherwise use any Attendee Data in connection with any illegal, distasteful, immoral, dishonest or fraudulent activity and (iv) the compilation of the attendees and/or other participants of the Event is the sole property of ILTA.

## 35. SEVERABILITY

If any provision of this contract's Terms and Conditions is held to be illegal or invalid or unenforceable under the present or any future laws, then such provision shall be fully severable, and the remaining Terms and Conditions of this contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

## 36. GOVERNING LAW

This contract is governed by the laws of the Commonwealth of Virginia as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the Commonwealth of Virginia shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Arlington or Alexandria, Virginia; and ILTA and Exhibitor agree to waive their right to a jury trial.