



## TERMS AND CONDITIONS FOR BOOTH RENTAL

### 1. TERMS OF AGREEMENT

It is understood that the following terms are accepted as part of the contract between the Institute of Electrical and Electronics Engineers (“IEEE”) and the Exhibitor listed in online Event Application and Contract for Exhibit Space (the “Exhibitor”) to rent exhibit space at the IEEE’s third North American Particle Accelerator Conference, NAPAC2019 (the “Event”). The Event 2019 Application and Contract are available online at <https://spms.fnal.gov/pls/pac19/registration.page?ID=21> and its terms are incorporated herein. The Exhibitor and the IEEE may each be referred to as “Parties,” or collectively, as “Parties” herein. It is agreed that the Exhibitor will abide by the rules as set forth in the terms of the Application and contained within these Terms and Conditions (together, the “Agreement”) before, during, and after the Event, and by other reasonable rules considered necessary by the IEEE and the Lansing Center (the “Convention Center”).

Additionally, it is agreed that Exhibitor shall abide by any and all agreements made by and between the IEEE and the Convention Center and any and all rules of the Convention Center.

The IEEE shall have the sole authority to interpret and enforce all rules and regulations included herein, to make any amendments thereto, and to make further rules and regulations as necessary to ensure the orderly conduct of the Event. The Parties hereby agree and acknowledge that any waiver of or failure to exercise any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement.

### 2. ACCEPTANCE OF EXHIBIT APPLICATIONS

The character of the exhibit is subject to the approval of the IEEE. The IEEE reserves the right to make such approval determinations in its sole discretion.

### 3. PAYMENT INFORMATION

In exchange for rental of booth space at the Event under the terms specified herein, Exhibitor agrees to remit the following payment based on the size of the booth indicated in the Application.

#### A. INDUSTRIAL EXHIBITION

**Single booth** **\$5,500**

**Double booth (same company required)** **\$9,500**

Registration includes: One (1) 10 foot x 10 foot (approximately 3 meters x 3 meters) booth\*, one (1) table and two (2) chairs, one (1) single-line booth sign, two (2) full conference registrations, company logo on NAPAC2019 website, and company listing in conference program

\* Double booths are available for \$10,000 and will include two (2) additional full conference registrations

#### B. SPONSORSHIP PROGRAM

**Industrial sponsorship gold - double booth (first come, first serve): \$14,500**

Includes 2-10’x10’ booth space with 1 table and 2 chairs, booth carpet, 1 single-line booth sign, 4 full conference registrations, company logo on conference website, listing in conference program, \*pamphlets and/or trinkets (supplied by sponsor) in conference bag, recognition on back cover of conference guide

- Sponsorship of one of the following:
  - Conference Banquet
  - Conference Phone App

- Conference Bag (limit 3, first come, first serve)

**Industrial sponsorship gold - single booth (first come, first serve): \$9,000**

Includes 1-10'x10' booth space with 1 table and 2 chairs, booth carpet, 1 single-line booth sign, 2 full conference registrations, company logo on conference website, listing in conference program, \*pamphlets and/or trinkets (supplied by sponsor) in conference bag

- Sponsorship of one of the following:
  - Conference Banquet
  - Conference Phone App
  - Conference Bag (limit 3, first come, first serve)

**Industrial sponsor silver - single booth (limit 9 – first come, first serve): \$7,500**

Includes 1-10'x10' booth space with 1 table and 2 chairs, booth carpet, 1 single-line booth sign, 2 full conference registrations, company logo on conference website, listing in conference program, company logo on conference website, listing in conference program, \*pamphlets and/or trinkets (supplied by sponsor) in conference bag

- Sponsorship of one of the following (recognition on signage):
  - Coffee break (10 available – first come, first serve)
  - Welcome Reception sponsor (1 available, first come, first serve)

**Industrial sponsor bronze - single booth (limit 5 – first come, first serve): \$7,000**

Includes 1-10'x10' booth space with 1 table and 2 chairs, booth carpet, 1 single-line booth sign, 2 full conference registrations, company logo on conference website, listing in conference program, transportation sponsor (Recognition on bus stop signage), company logo on student awards certificates, company logo on conference website, listing in conference program, \*pamphlets and/or trinkets (supplied by sponsor) in conference bag

**Conference lanyard sponsor w/ single booth (1 available, first come, first serve) \$9,000**

Includes 1-10'x10' booth space with 1 table and 2 chairs, booth carpet, single-line booth sign, 2 full conference registrations, company logo on conference website and on conference lanyards, company logo on conference website, listing in conference program, \*pamphlets and/or trinkets (supplied by sponsor) in conference bag, lanyards purchased by conference

**Advertising sponsor (unlimited): \$500**

Includes company logo on conference website

**Conference guide ad**

Includes company advertisement on back cover, inside cover, or interior page of conference guide (artwork designed by sponsor)

- Inside front cover (1 available)      \$3,500
- Inside back cover (1 available)      \$3,500
- Interior page (unlimited):              \$1,500

\*These physical items are *provided by the sponsor in advance* and typically imprinted with their name, logo, etc. NAPAC2019 will arrange to have them put into the delegate bags. The projected quantity required is 600 (we will inform sponsors promptly if registration figures indicate that more will be required). Unless otherwise indicated, only one sponsorship for each type of item will be accepted (i.e., the conference bags will not contain more than one



promotional pen, notepad, etc.). The above items are examples of frequently selected items; other ideas are welcome!

All materials for insertion into conference bags must be received at the Facility for Rare Isotope Beams by Friday, 23 August 2019. Information on how to ship your materials to the Facility for Rare Isotope Beams will be provided at a later date.

Payment for the Industrial Exhibition and Sponsorship Program are due in full at the time of registration. Credit card payments are accepted online on the conference registration website (<https://spms.fnal.gov/pls/pac19/registration.page?ID=21>).

#### **4. EXHIBIT BOOTH CANCELLATION, REFUND, & BOOTH REDUCTION POLICY**

**Exhibit Booth Cancellations:** Cancellations must be received by e-mail to [NAPAC2019@frib.msu.edu](mailto:NAPAC2019@frib.msu.edu). It is mutually agreed that by canceling exhibit booth space, the Exhibitor relinquishes all benefits included with the exhibit booth space, including the complimentary registrations and access to the attendee mailing list. A \$300 administrative fee will be withheld for cancellations received on or before May 31, 2019. No refunds will be issued for cancellations received after May 31, 2019.

#### **5. LOCATION OF EXHIBITS/FACILITY**

The Event will be located in Exhibit Hall B of the Lansing Center or in such other space as may be assigned by the Convention Center.

#### **6. GENERAL SERVICES**

a. Exhibitors' employees may work in booths without the use of union labor. Exhibitors are not permitted to use POWER TOOLS (electric drills, power saws, etc.) on booths of any size. Manual tools such as hammers, screwdrivers, ratchets, pry bars, etc. are allowable for Exhibitor use within size and time limitations. Exhibitors may not borrow tools, ladders or other equipment from the exhibit facility and/or The General Service Contractor.

b. Freight Handling: One individual from each exhibiting company is permitted one trip to hand-carry items into the exhibit facility. The Exhibitor's use of flat trucks and other mechanical equipment, is not permitted. The General Service Contractor will control access to the IPAC'15 floor which includes access from the loading docks and/or all doorways into an exhibit facility. This will help to provide a safe and orderly move-in/move-out. Unloading or reloading of any freight into the exhibit hall by any and all private vehicles and contracted carriers will be handled by The General Service Contractor. Rates for material handling services will be included in the Exhibitor service manual. The General Service Contractor shall be the sole authority on all matters in the DOCK area. This shall include but not be limited to such items as assignment of dock space and loading or unloading of all materials and equipment.

c. Any conflicts or disagreements regarding the general services contractors' regulations or interpretations thereof should be resolved with representatives of The General Service Contractor and Show Management.

d. Safety: Standing on chairs, tables or other rental furniture is prohibited. This furniture is not engineered to support standing weight. The General Service Contractor cannot be responsible for injuries or falls caused by the improper use of rental furniture. Please assist in our efforts to provide a safe working environment for everyone.

e. Tipping: The General Service Contractor requests that Exhibitors do not tip our employees. They are paid at an excellent wage scale denoting a professional status, and we feel that tipping is not necessary. This applies to all General Service Contractor employees.

## 7. BOOTH EQUIPMENT AND SERVICES PROVIDED

Each single booth will include pipe and drape, one six-foot draped table, chairs, one wastebasket with liner, booth identification sign, booth carpeting, wireless internet and one electrical connection. Double booths will include a second table and additional chairs, wastebasket, and electrical connection.

## 8. FLOOR PLAN

The IEEE retains the right to modify the floor plan to the extent necessary for the best interest of the IEEE and the Event. To view the most current The Event floorplan, refer to the interactive floor plan—which is available at: <https://www.frib.msu.edu/napac19>.

## 9. SECURITY

Neither the IEEE nor the Convention Center will be in any way liable or responsible for the loss, theft, or disappearance of personal or commercial property from Exhibitor's booth space or from the exhibit hall.

## 10. RULES

Vendors who sell products and/or services to the accelerator community are not allowed to conduct or solicit business in the Convention Center, unless they have purchased exhibit booth space at the Event. Violation of this policy will result in the IEEE's refusal to accept any and all registrations and future registrations.

**Exhibit Booth Structure:** No walls, partitions, decorations, or other obstructions may be erected that in any way interfere with the view of another Exhibitor. Exhibitors who wish to use any non-standard booth equipment, signs, decorations, or arrangements of display materials that in any way conflict with the stated regulations must submit two copies of a detailed sketch or layout (including all dimensions) no later than May 1, 2019 for approval by the IEEE.

Single booths (10 foot x 10 foot, 3 meters x 3 meters) will include will include pipe and drape, one six foot draped table, chairs, one wastebasket with liner, booth identification sign, booth carpeting, wireless internet and one electrical connection. Double booths (10 foot x 20 foot, 3 meters x 6 meters) include the items listed above, plus an additional six foot draped table.

**a. Standard Exhibit Configuration (10' x 10' and 10' x 20' booths):** Exhibits must not be higher than 8' in the back and 4' on each side. Display fixtures over 4' high must be confined to the area of the exhibit booth which is within 5' of the backline. Nothing over 4' high can be within 5' of the aisle line (the front half of the booth). Hanging signage and other items from the ceiling is not permitted.

**b. Island Exhibit Configurations:** Island exhibits must not be higher than 16 feet (subject to Convention Center ceiling height.) Multi-story exhibits must be approved through stamp or signature of a structural engineer indicating that the structure is properly engineered for the proposed use. All island configurations and multi-story exhibits must be pre-approved by the IEEE Event Show Manager and the Convention Center. Submissions for pre-approval must be received no later than May 1, 2019.

**c. Exhibit Materials:** No combustible decoration, such as crepe paper, cardboard, or corrugated paper, may be used at any time. All packing containers, excelsior, and wrapping paper, which must be

flame-proof, are to be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, silken or any other decoration must stand a flameproof test as prescribed by the fire ordinance of Lansing, MI. All materials and fluids which are inflammable are to be kept in safety containers. Open flames, butane gas, acetylene, oxygen tanks, or other flammable materials are not permitted. Balloons are not permitted in the exhibit hall.

**d. Exhibit Booth Staffing:** The IEEE and Event requires that each organization open its exhibit booth on time each day at 2:00 PM on Sunday (September 1, 2019), 8:00 AM Monday (September 2, 2019) through Wednesday (September 4, 2019), and Thursday (September 5, 2019) and that all booths be staffed throughout the day until the hall closing announcement has been made at approximately 3:00 PM, Thursday, September 5. A \$500.00 fee will be charged to Exhibitors who break down prior to the official close of the show. Exhibitors who break down prior to official closing will not be permitted to exhibit at future Event shows. All booth personnel must be employed / contracted with organization contracting exhibit space from the IEEE. During Exhibition opening hours, booths shall be staffed by an authorized representative, technically qualified to explain and demonstrate the equipment or services displayed.

**e. Soliciting/Demonstrating:** Soliciting or demonstrating by an Exhibitor must be confined to the Exhibitor's own booth and may not interfere with neighboring booths.

**f. Contests/Raffles/Giveaways:** Contests, lotteries, raffles, and games of chance may be conducted only with the prior approval the IEEE Event Exhibit Hall Manager. In conducting any pre-approved contest, lotteries, raffles, or games of chance, Exhibitor shall warrant that it has complied with all state and local laws and regulations for such activity.

**g. Noise:** The noise level from any demonstration or sound system should be kept to a minimum.

**h. Destruction of Property:** Nothing shall be posted on, tacked, nailed, screwed, taped, stapled, or otherwise attached to ceilings, columns, walls, floors, painted surfaces, or other parts of the building or furniture. No holes may be drilled, cored, or punched in the building. All property destroyed or damaged by an Exhibitor must be restored to original condition by the Exhibitor at the Exhibitor's expense.

**i. Decorum:** The IEEE shall have the right to exclude or to require modification of any display or demonstration at Exhibitor's expense which, in the IEEE's sole discretion, it considers not proper or not otherwise in keeping with the character of the Event. Exhibitors shall be bound by the decisions of the IEEE in all matters related to the Event. The Conference reserves the right to remove any display that, because of noise or other objectionable features, detracts from the scientific and educational nature of the exhibit. Notice will be provided prior to such removal.

## 11. CANCELLATION OR RELOCATION OF THE EVENT

In the event of cancellation or relocation of the Event due to circumstances within the IEEE's control, the liability of the IEEE shall be limited to a refund of deposit fees paid to the IEEE by the Exhibitor. In the event the IEEE has no control over the cancellation or relocation of the annual meeting and the IEEE shall have no liability of any kind for deposits or fees paid by the Exhibitor.

## 12. LIABILITY AND INSURANCE

The IEEE shall not be liable for loss or damage of any property of Exhibitor which Exhibitor may suffer during installation or removal or during the annual meeting and Event itself by reason of burglary, fire, accident, or any destructive cause. Insurance, if desired, must be procured by the Exhibitor. Exhibitor shall, at its own expense, secure and maintain through the period of the Event, inclusive of move-in and move-out





days, commercial liability insurance with combined single limit of at least \$1,000,000.00 each occurrence for bodily injury and property damage. Such insurance shall name the following: IEEE, Lansing Center, and Lansing, MI and their respective members, officers, agents, and employees. At least 60 days prior to the move-in date, Exhibitor shall provide the IEEE with Certificate of Insurance as evidence of coverage.

### **13. INDEMNIFICATION**

Exhibitor agrees to indemnify, hold harmless and defend the IEEE, Nuclear and Plasma Sciences Society (NPSS), American Physical Society (APS), Michigan State University, Facility for Rare Isotope Beams, ACE CMP Events, the Department of Energy, and the City of Lansing, MI, and their respective members, officers, directors, agents, and employees (“indemnities”) from and against all liabilities, damages, actions, losses, claims and expenses (inclusive of attorney’s fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any act, omission, negligence, fault or violation of law or ordinance by the Exhibitor or its employees, agents, contractors, patrons, or invitees.

### **14. FORCE MAJEURE**

The IEEE shall not be liable for any failure to deliver space to an Exhibitor or for the loss of allotted space of an Exhibitor, who has contracted for exhibit space, if non-delivery is due to destruction of or damage to the building or the exhibit area by fire, or act of God, acts of public enemy, strikes, the authority of the law, or any other cause beyond the IEEE’s control (a “Force Majeure Event”).

### **15. RIGHT TO REMOVE THE EXHIBITOR’S PROPERTY**

The IEEE reserves the right to remove from the Event premises any or all of the property of the Exhibitor should the Event be canceled or relocated or should the Exhibitor violate any of the conditions of the Exhibitor’s agreement including terms herein. This right may be exercised without prior notice or hearing. Any costs of such removal shall be at Exhibitor’s sole expense.

### **16. MUSIC LICENSE PATENT, COPYRIGHT, OR TRADE SECRET**

The Exhibitor agrees to hold the IEEE, its officers, directors, employees and agents, harmless from all loss, cost claims, causes or action, obligations, suits, damages, liability expenses, and costs including attorney’s fees arising from or out of any violation or infringement (or claimed violation or infringement) by Exhibitor, Exhibitor’s agents or employees of any patent copyright, or trade secret rights or privileges.

### **17. TRADEMARK LICENSE; MUSIC & OTHER INTELLECTUAL PROPERTY TERMS**

The IEEE hereby grants to Exhibitor a limited, revocable, non-exclusive, nontransferable license without the right to sublicense to use the trademarks set forth below (hereinafter individually and collectively referred to as the “IEEE Exhibitor Marks”) in connection with Exhibitor’s booth at the Event. Exhibitor may use the IEEE Exhibitor Marks to advertise and promote itself as an exhibitor at the Event from the date of the IEEE’s acceptance of this Application through the last day of the Event. For quality control purposes, all uses by Exhibitor of the IEEE Exhibitor Marks shall be subject to the prior approval of the IEEE, and shall be consistent with any guidelines established by the IEEE regarding third-party use of its logo.

Each Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material in exhibit booths or displays. No Exhibitor will be permitted to play, broadcast, or perform music or display any other copyrighted material, such as photographs or other artistic works, without first presenting to show management satisfactory proof that the Exhibitor has, or does not need, a license to use such music or copyrighted material.

The IEEE condemns intellectual property infringement and counterfeiting; however, as a neutral organizer of the Event, the IEEE cannot get involved in exhibitor disputes or provide legal advice. Exhibitor agrees not to sue or threaten to sue the IEEE for contributory infringement or any other theory that the IEEE is indirectly or



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secondarily liable for a violation of intellectual property rights (e.g., trademark, copyright, or patent) by a third party. Exhibitor warrants that it is the owner or licensee of all intellectual property used by Exhibitor at the Event or in promotion thereof. Exhibitor agrees to defend, indemnify, and hold harmless the IEEE, their officers, directors, employees and agents, harmless from all loss, cost claims, causes of action, obligations, suits, damages, liability expenses, and costs including attorney's fees arising from or out of any dispute involving intellectual property owned or used by Exhibitor at the Event or in promotion thereof.

#### **18. BOOTH ASSIGNMENT**

The IEEE will make every effort to accommodate each applicant's preferred booth location. If Exhibitor's choices are not available, the IEEE will do its best in placing Exhibitor nearest to Exhibitor's choices. The IEEE reserves the right to assign space subject to such parameters as booth structure or size and to rearrange the floor plan as deemed necessary in the IEEE's sole discretion.

#### **19. INSURANCE**

Name of the insurance company providing coverage for the exhibiting company/organization at North American Particle Accelerator Conference:

Independent Insurance Center of Okemos  
4151 Okemos Road  
Okemos, MI 48864-2898

The insured exhibiting company is:

Art Craft Display, Inc.  
500 Business Center Drive  
Lansing, MI 48917

#### **ACCEPTANCE OF CONTRACT**

Applications will not be accepted without proper payment or credit card authorization via the conference website. By clicking on the "ACCEPT" button on the registration page, we/I have read and agree to abide by the terms of this Application and the Terms and Conditions of the IEEE Event. Acceptance of this application constitutes a contract.