AUVSI XPONENTIAL 2020
Exhibitor Contract Conditions, Rules and Regulations

1. **CONTRACT CONDITIONS, RULES AND REGULATIONS**
   These Exhibitor Contract Conditions, Rules and Regulations ("Contract Rules") are incorporated by reference into any AUVSI XPONENTIAL 2020 exhibit space application or contract (both a “Contract”). By signing and submitting an exhibit space application or contract to Show Management, Exhibitor agrees to be bound by the terms of the Contract and these Contract Rules before, during, and after the Show, and by other reasonable rules considered necessary by Show Management or the Facility. Show Management shall have the sole authority to interpret, amend, and enforce all Contract Rules.

2. **EVENT OBJECTIVE AND PARTICIPANTS**
   AUVSI XPONENTIAL 2020 is a trade event produced by the Association for Unmanned Vehicle Systems International. Its purpose is to exchange and disseminate information about markets, business opportunities, technological development, research, innovation, applications, education, policies and other relevant areas, in order to promote and advance the safe, productive and economically beneficial use of unmanned vehicle systems. AUVSI XPONENTIAL 2020 exhibitors may be businesses, individuals, government agencies, academic institutions and other entities that work toward these purposes. AUVSI, in its sole discretion, may refuse to accept any application to exhibit or otherwise attend or participate in AUVSI XPONENTIAL 2020, when such exhibition, attendance or other participation is deemed not to be consistent with the event objective as stated here.

3. **DEFINITIONS**
   Association for Unmanned Vehicle Systems International, and its designated agents and representatives, is herein referred to as "AUVSI" or "Show Management." “Exhibitor(s)” means the entity named on the exhibit space application or contract and its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns. “Representative(s)” means a party’s employees, agents, contractors, and other representatives acting on behalf of or at the direction of such party. AUVSI XPONENTIAL 2020 is herein referred to as the "Show." The tradeshow portion of the Show (i.e., the portion during which Exhibits are on display and open to registered attendees) is herein referred to as the “Exposition.” The term “Facility” means the exhibit halls, meeting rooms and function space, lobbies, foyers, parking lots, air space and grounds of the Boston Convention and Exhibition Center, Boston, Massachusetts, as well as any other facilities to be used as the site of the Show. “Exposition Hall” means any area of the Facility used during the Exposition or otherwise containing Exhibit Spaces. “Facility Management” means the owner(s) and manager(s) of the Facility. AUVSI and Exhibitor are collectively referred to hereinafter as the “parties” and “party” in the singular.
“Exhibit Space” means the exhibit, booth or display space applied for by an Exhibitor in the Contract or assigned to Exhibitor by Show Management, as the context requires. “Exhibit Space Fee” means all required fees for the reservation and use of the Exhibit Space by Exhibitor, and all other costs, fees, and expenses payable by Exhibitor to Show Management, including without limitation all deposits and other fees to be paid to Show Management as set forth in the Contract for participation in the Show. “Exhibit” collectively means any and all of Exhibitor’s materials, goods, products, equipment or belongings displayed, showcased or used within an Exhibitor’s Exhibit Space. “Official General Service Contractor” means Freeman Expositions, LLC, dba Freeman. “Official Vendors” means the vendors that have been authorized by Show Management to provide supplies and services for the Exposition, including Exhibit Spaces. “Exhibitor Appointed Contractor” or “EAC” means any contractor used by an Exhibitor at the Show other than the Official General Service Contractor or other Official Vendors.

These Contract Rules shall apply equally to any Contract for a meeting room. “Exhibit Space” shall be interpreted to include a meeting room, “Exhibitor” shall be interpreted to include the lessee of a meeting room, and “Exhibit” shall be interpreted to include the property used in a meeting room.

4. ALLOCATION OF SPACE

In assigning Exhibit Spaces, Show Management will consider an Exhibitor’s request for Exhibit Space and, if applicable, the Exhibitor’s priority points, on a first-come, first-served basis upon payment of the Exhibit Space Fee, but the final assignment of Exhibit Space will be in Show Management’s sole discretion. Although Show Management will attempt to accommodate Exhibitor requests for specific Exhibit Spaces, no guarantees can be made that the Exhibitor’s request will be granted. Exhibitor acknowledges that he/she is not contracting for a specific Exhibit Space, but rather for the right to participate as an Exhibitor at the Show.

Show Management makes no representations or warranties with respect to the demographic nature or number of Exhibitors or attendees that will attend the Show. Show Management reserves the right to vary or alter Exhibit Space assignments at any time. Any Exhibitor whose Exhibit Space is altered or reassigned will be informed of any such changes. Exhibitor understands that under no circumstance will Exhibit Space assignments be a basis for non-payment or a refund of the Exhibit Space Fee.

5. PRIORITY POINTS

Show Management utilizes a Priority Points system in connection with the Show and other AUVSI events. Exhibitors will accrue points throughout the year, which points will be considered in Exhibit Space allocation, as described in Section 4.

6. EXHIBIT SPACE PRICING

Member companies of AUVSI in good standing at the time of application and throughout the duration of the Show are eligible for discounted Exhibit Space rates. If an Exhibitor pays the member rate but is no longer a member in good standing at any time prior to the completion of the Show,
the Exhibitor will be required to immediately pay the balance of the non-member Exhibit Space Fees or forfeit its participation in the Show without any refund.

7. **SHARER’S FEE**
Two or more companies or organizations may share one Exhibit Space upon approval by Show Management in its sole discretion, but the integrity of the single Exhibit Space must be maintained and it may not be separated or divided in any way.

   a. Show Management may require drawings of the Exhibit Space layout to ensure the Exhibit Space follows these requirements. Failure to provide requested drawings or adhere to any approved drawings may result in denial of the shared space request or the Exhibitor(s) expulsion from the Show, without a refund.
   
   b. There must be one point of contact for the Exhibit Space that will be responsible for providing all Exhibit Space Fees.
   
   c. One booth number will be assigned for the entire Exhibit Space, but each Exhibitor will receive a separate onsite program entry.
   
   d. There will be an additional sharer’s fee, per Exhibitor, included in the Exhibit Space Fee.

8. **PAYMENT TERMS**
   
   a. A deposit of 50% of the contracted price of the requested Exhibit Space is due upon submission of the Contract.
   
   b. The remaining balance will be due Friday, November 15, 2019. Failure to timely remit the balance of the Exhibit Space Fee will constitute cancellation of the Contract by Exhibitor and Exhibitor’s Exhibit Space will be forfeited without a refund, and any unpaid amount of the contracted deposit amount will remain due and payable.
   
   c. The full contract amount for all Contracts submitted after Friday, November 15, 2019 is due immediately. Failure to pay the full contract amount due may result in cancellation of the Contract and forfeiture of any deposits paid, and the full contract amount will remain due.
   
   d. All Exhibit Space Fees must be paid in United States dollars (US $).
   
   e. Refunds due to cancellation will be made only as specified in Section 11 of these Contract Rules. Removal of an Exhibitor or Exhibit Space under the provisions of these Contract Rules will not constitute a cancellation of the Contract and in such case no refund shall be made.

9. **DOWNSIZING**
   After a Contract has been received by Show Management, any request for a reduction in Exhibit Space will be considered a cancellation of the original application and will be governed by the cancellation and refund policies contained herein. Reduction of Exhibit Space may result in relocation of Exhibit Space.

10. **RELOCATION**
    All requests for relocation of an Exhibitor’s Exhibit Space shall become effective if and when approved by Show Management, in its sole discretion. All relocation requests must be made in writing to Show Management, via email to exhibits@auvsi.org.
a. It is Exhibitor’s responsibility to confirm receipt of the relocation request with Show Management.
b. Exhibitors will forfeit any premium fee paid (such as a corner fee), and will remain responsible for payment of any unpaid premium fee, if Exhibitor moves from a similarly-sized premium booth to a non-premium booth.

11. CANCELLATION
All cancellations must be made in writing by giving notice via email to exhibits@auvsi.org. It is the Exhibitor’s responsibility to confirm receipt of a cancellation notice by AUVSI. Should an Exhibitor give a cancellation notice after a Contract is submitted to AUVSI, the following shall apply:
   a. An application or Contract made through Thursday, May 2, 2019 may be cancelled without penalty and any deposits paid will be refunded if notice of cancellation is given by Friday, May 31, 2019. If notice of cancellation of such application or Contract is given after Friday, May 31, 2019, then the provisions of the following paragraphs b. through d. shall apply.
   b. If notice of cancellation is given by Friday, September 6, 2019, then 25% of any paid deposit of 50% or less of the contract price will be refunded. Any unpaid amount of the remainder of the required deposit is DUE AND PAYABLE IMMEDIATELY upon cancellation.
   c. If notice of cancellation is given between Saturday, September 7, 2019 and Friday, November 15, 2019, then only amounts paid in excess of the required 50% deposit will be refunded. Any unpaid amount of the required deposit is DUE AND PAYABLE IMMEDIATELY upon cancellation.
   d. If notice of cancellation is received after Friday, November 15, 2019, no amounts paid will be refunded AND 100% OF THE CONTRACTED AMOUNT WILL STILL BE DUE AND PAYABLE IMMEDIATELY upon cancellation.
   e. No cancellation shall be acknowledged unless received in writing by Show Management. The date upon which the written notice of cancellation is received shall apply as the official cancellation date.
   f. Upon Exhibitor notification of cancellation, Show Management has the right to resell the vacated Exhibit Space without providing confirmation or notice to the Exhibitor or resulting in a refund or payment forgiveness to Exhibitor.

12. EXHIBIT BOOTH CONSTRUCTION AND OPERATION
Exhibitor agrees to comply with all booth construction and operation rules and regulations as may be published by Show Management or the Facility, including those published in the Exhibitor Console or the Service Order Kit.

Covered exhibits (those with ceilings or canopies) with less than three hundred (300) covered square feet are subject to certain construction and safety requirements. Requests for construction of multi-level exhibits or covered exhibits with more than three hundred (300) covered square feet require submission of plans for approval at least ninety (90) days prior to the move-in date for the Show. Other construction rules and requirements may apply.
Exhibitors are responsible for securing timely approval of Exhibit Space construction as may be required by Show Management or the Facility.

13. EXHIBITOR REGISTRATION
   a. Exhibitor Badge Policy
      i. Exhibitors receive an allotment of exhibitor badges based on their Exhibit Space size.
      ii. A registrant may transfer his or her badge to another representative of the same Exhibitor, but not another company or organization, and may do so online through Friday, May 1, 2020. Starting Monday, May 4, 2020 all permitted substitutions must be made onsite at the Show and require written, signed permission from the original registrant granting the substitution. **Badges are non-transferrable once printed, and all permitted on-site badge transfers are subject to a $50 reprint fee.** Substitutions will not be made once the original registrant has attended any portion of the Show. Badge swapping or sharing is not permitted.
   b. Badge Cancellations
      An Exhibitor may reduce its purchase of discounted exhibitor badges according to the following cancellation schedule:
      i. A 25% cancellation fee will be assessed on badge cancellations received by February 28, 2020.
      ii. A 50% cancellation fee will be assessed on badge cancellations received between February 29 and March 31, 2020.
      iii. A 100% cancellation fee will be assessed on badge cancellations after March 31, 2020.
      iv. **Refunds will NOT be given for no-shows.**
      Badge cancellation requests will be acknowledged by email and must be made in writing to ddesroches@auvsi.org. Cancellations will not be accepted by telephone or onsite. If you do not receive an acknowledgement of your cancellation within two weeks, please contact Debbie DesRoches at +1-571-255-7789 or by email at ddesroches@auvsi.org.

14. ADMISSION TO EXPOSITION HALL
    Show Management shall have sole control over admission to the Exposition Hall.
    a. **Badges.** Admission to the Show is granted only by display of an official Show registration badge. The badge must be worn during all open hours. Temporary badges or wristbands will be issued for move-in and move-out workers only. Badges are the property of Show Management and are not transferable. Exhibitors must supply badges for all models and temporary show personnel out of their allotment and must purchase additional badges, as needed.
    b. **Age Restrictions.** No one under the age of 18 is permitted in the Exposition Hall during move-in and move-out. During Exposition hours, persons age 18 years and older are permitted access to the Exposition Hall **only** if they are a registered attendee. Admission
of persons under 18 years of age will be considered by Show Management on a case-by-case basis and may require adult supervision.

15. CONDUCT/CHARACTER OF EXHIBITS, EXHIBITORS AND REPRESENTATIVES
   a. All Exhibitors and their Representatives will be held by Show Management to the highest standards of personal and professional conduct. Exhibitor and its Representatives agree not to disturb the activities of other Exhibitors, disturb or harass other Exhibitors or Show attendees, infringe upon or appropriate the intellectual property of other Exhibitors, precipitate the intervention of Facility security or public law enforcement, or in any other way disrupt the smooth operation of the Show or Exposition. Loud, abusive or defamatory language, harassment, or other unprofessional or inappropriate behavior is not permitted at any time. If the Exhibitor, at any time from the date the Application is submitted to Show Management through the last date of the Show, should engage in any conduct which, in Show Management’s sole discretion, violates the standards of conduct, including without limitation actually or potentially disparaging Show Management or the Show or bringing either into disrepute, impairing the goodwill and/or economic value of Show Management or the Show, infringing on any copyrights, trademarks, or other intellectual property of Show Management or any Exhibitor or third party, or otherwise harming Show Management, the Show, another Exhibitor, or the public, then Show Management may take any actions it deems necessary to prevent or stop such activities. Without limitation, such corrective actions by Show Management may include prohibiting or curtailing an Exhibit in full or in part, expelling the Exhibitor from the Show and/or prohibiting Exhibitor from participating in the Show, any future Shows, and any other future AUVSI events.
   b. No Exhibitor shall assign, sublet, transfer, sell or share any part of the Exhibit Space allocated to it to a third party without the express prior written consent of Show Management, which may be granted or withheld in the sole discretion of Show Management.
   c. This Exposition is held strictly as a means for product display. No over-the-counter sales of products or services are permitted. Orders may be taken for future delivery only.
   d. Canvassing (suitcasing) or distributing advertising matter outside the Exhibitor’s own Exhibit Space is not permitted. Solicitations of business, or conferences in the interest of business, except by Exhibitors within their own Exhibit Space, are prohibited.
   e. Aside from items such as candies, which must be small and wrapped, the serving of food and/or beverage from Exhibit Spaces is prohibited, except for catering services ordered through the Facility’s official catering vendor. Show Management reserves the right to restrict or prohibit the serving of food and/or beverages in its sole discretion.
   f. In the Facility, all trade press periodicals, journals and literature must be distributed only from an Exhibitor’s Exhibit Space or from the official publication bins. Publication bins are available for a fee. For further information, please contact Show Management. Show Management retains the right, at its sole discretion, to accept or reject any publication for distribution or display within the Facility during the Show.
16. COUNTERFEITING
An Exhibitor may not display any counterfeit products, or another manufacturer’s products which have been purchased or lifted from a distributor or another manufacturer, or any products which are deemed by Show Management in its sole discretion to be deceptively or illegally marketed. Exhibitors who display products at the Exposition or offer products in their catalogues or other media displayed or accessible at the Show that are considered by Show Management, in its sole judgment, to infringe on another Exhibitor’s U.S. intellectual property rights (patent, trademark, trade dress or copyright) may face sanctions by Show Management. Such sanctions may include closing the Exhibitor’s Exhibit Space, a ban from the Show and future Shows and other AUVSI events, and loss of seniority privileges and other sanctions as deemed appropriate by Show Management. Show Management urges all Exhibitors who file complaints about intellectual property and/or counterfeiting violations at the Show to honor a two-week embargo on issuing press releases relating to the complaint(s). Exhibitors who choose to issue a press release take full responsibility for the accuracy of all statements and information contained in the press release.

17. USE RESTRICTIONS
Exhibitors and their Representatives may not bring into the Exposition Hall any articles or take any action (or failure to act) that may, directly or indirectly, invalidate or increase the premiums on the insurance policies held by Show Management or Facility Management, violate the terms of the Contract or Contract Rules, or cause damage or injury of any kind to the Facility or any other person, property or equipment of Show Management, Facility Management, or any other Exhibitors, participants, or attendees present during the Show. Exhibitors will be responsible for the actions and omissions of its Representatives. All Exhibit Space is leased subject to these restrictions.

18. DISTRIBUTION OF PROMOTIONAL MATERIALS OUTSIDE THE EXPOSITION HALL
Show Management must approve the distribution of any and all promotional materials intended for distribution in the guest rooms, public space and lobbies of the official Show hotels. Distribution, although authorized by Show Management, is subject to individual host hotel restrictions. If an Exhibitor distributes their materials in this fashion without prior written approval from Show Management, Exhibitor will be in violation of the Contract.

19. VEHICLE AND EQUIPMENT OPERATION AND DEMONSTRATION
An Exhibitor may demonstrate or otherwise include operational, non-flying unmanned vehicles or robots in an Exhibit. Such non-flying vehicles or robots may only be operated within the Exhibit Space, and may not be operated or displayed in any aisle or otherwise outside of the Exhibit Space.

An Exhibitor may demonstrate or otherwise include operational unmanned aircraft systems or any other device capable of flight only with prior written consent from Show Management, which may be provided in Show Management’s sole discretion. Such devices shall be flown only within a fully-enclosed (top, sides, and floor) safety net, by operators deemed competent by Show Management. A full description of the intended use, including safety net design and flight safety plans, must be sent in writing to Show Management no later than thirty (30) days prior to the Exposition opening.
Show Management or the Facility may impose additional insurance requirements on Exhibitors operating flying vehicles or devices.

Show Management reserves the right to limit or restrict use of vehicles or equipment as described herein during the course of the Exposition for any reason.

20. VIOLATIONS
Without limiting any other remedies available to Show Management under the Contract, at law, or in equity, violation of the Contract by the Exhibitor or its Representatives shall void the Exhibitor’s lease on Exhibit Space, without any refund or forgiveness of any Exhibit Space Fees. Upon evidence of any such violation, Show Management may reenter and take possession of the Exhibit Space, and may remove all persons and goods therein at the Exhibitor’s sole cost, risk, and responsibility. The Exhibitor shall pay all expenses and damages which Show Management may incur thereby, and any other fees and penalties that may result from such violation. In addition, Show Management may refuse to permit the Exhibitor to participate in future Shows and other AUVSI events, in its sole discretion.

21. PHOTOGRAPHY AND VIDEO RECORDING
Exhibitors shall not photograph, record, video tape, or otherwise capture (including without limitation through the use of camera phones, computer/table photographic devices, or other photographic or electronic recording devices) the Exposition, performances, presentations, product, or other activities at the Show for any purpose without the express written consent of Show Management, and under no circumstances may Exhibitors photograph, record, videotape, or otherwise capture the Exhibit, ideas, products, property, discussions, or any parts thereof of any other Exhibitor.

From time to time, Show Management or its Representatives may take or create photographs, motion pictures, video, sound or other electronic or computerized data recordings (collectively the “Recordings”) of the Show in the Facility, as well as other Show venues. These Recordings may include images, likenesses, depictions or representations and/or voices of Exhibitors, and/or an Exhibitor’s employees, agents, representatives, spokespeople and Exhibitor’s Exhibit and related merchandise or displays. Exhibitors may not hinder, obstruct or interfere in any way with such Recordings.

Each Exhibitor acknowledges and agrees as a condition of entering into the Contract that the Exhibitor, on its own behalf and on behalf of its principals, officers, directors, Representatives, spokespersons and invitees, grants to Show Management the irrevocable right, license and authorization to use, publish, broadcast, translate, adapt and develop into other mediums and formats (including without limitation, video recordings, voice recordings and electronic and computerized data) the Exhibitor’s name, voice, image, likeness, and other portrayal, and the Exhibitor’s trademarks, trade names, logos and merchandise, however received or obtained by Show Management in the course of the Show, either directly or through its Representatives, for
Show Management's use in trade, marketing, advertising, promotion, publicity and for any other lawful commercial purpose in the advertising and promotion of the Show and other AUVSI meetings, events, conventions and exhibitions, without notice, compensation or obligation to the Exhibitor or its principals, officers, directors, Representatives, spokespersons or invitees. Show Management will retain the exclusive right, title and interest (including all worldwide copyrights) to any such Recordings, free of any claims by the Exhibitor or any other person named in this Section or deriving any rights or interest from the Exhibitor.

22. **PRIZE DRAWINGS**
Subject to applicable law, Exhibitors will not be prevented from conducting drawings for prizes and awards during the Show. However, Show Management is not in any way responsible for determining applicable law; nor is it liable for such drawings and does not endorse any services or products drawn. If it is determined that such drawings would not fully comply with applicable law or that the prizes being offered have little or no economic value or are misrepresented as to their value or that such drawings would unduly disrupt the proper functioning of the Show, then Show Management will have the option to terminate such drawings at any time in its sole discretion; provided however, that any failure by Show Management to terminate any drawing shall in no way and under no circumstances be understood as an endorsement, approval, or other statement as to the legality of the drawing.

23. **COMPLIANCE WITH LAWS AND PERMITS**
   a. Exhibitor Compliance with Laws and Agreements
      i. Exhibitor shall be, and hereby represents and warrants that it is, in full compliance with all applicable United States laws, regulations, and other legal standards and will remain in full compliance with all applicable laws, regulations and legal standards through the completion of the Show, including export control laws, economic sanctions, regulations, and restrictions of the United States and other agencies and authorities based outside of the United States (the “Export Controls”). The Exhibitor further acknowledges that it shall not take any action in violation of the U.S. Foreign Corrupt Practices Act or other applicable international resolutions or national anti-corruption legislation, such as the UK Bribery Act, as applicable.
      ii. Further, Exhibitor agrees to act in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders of any country, including, but not limited to, the USA PATRIOT Act of 2001 and the United States Executive Order 13224 (Executive Order on Terrorist Financing, Issued September 24, 2001). Exhibitor shall not deal with any individuals, entities, or groups listed on the Specially Designated Nationals maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, who are otherwise subject to OFAC sanctions, or any other persons known to Exhibitor to support terrorism or to have violated OFAC sanctions. Exhibitor shall not be, and hereby represents and warrants that it is not, on the list of Specially Designated Nationals maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, is otherwise
not subject to OFAC sanctions, has not violated OFAC sanctions, and does not support terrorism.

b. Labor
   i. The Exhibitor agrees to abide by all labor-related rules, including all agreements made between Show Management, any unions at the Facility, the Official General Service Contractor, the Facility or any of their respective agents pertaining to using union labor in the Exposition Hall.

c. Permits and Licenses
   i. Exhibitors will be solely responsible for obtaining, and shall maintain at all times, all licenses, permits, tax identification numbers or approvals required under applicable federal, state or local laws that may be required by the United States or other applicable authority for Exhibitor’s performance under the Contract and its activities at the Show. Exhibitors will be responsible for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with their activities at the Show.

d. Americans with Disabilities Act
   i. Exhibitors shall have the sole responsibility for ensuring that their Exhibit Space is in full compliance with the Americans with Disabilities Act (“ADA”) and any regulations under the ADA. Exhibitors acknowledge and agree that, in connection with the Show/Exposition, their Exhibit Space will be a public accommodation as defined under Title III of the ADA. As a public accommodation, Exhibitors shall (i) provide, at their own expense, any auxiliary aids and services as may be necessary to ensure effective communication with attendees in their Exhibit Space; (ii) assure, at their expense, that displays posted at or on an Exhibitor’s Exhibit Space is accessible to individuals with disabilities; (iii) not discriminate or retaliate against any individual in violation of the ADA.

e. Other Agreements
   i. All rights and privileges granted to Exhibitors under the Contract are subject to and subordinate to the master leases and licenses between Show Management and the Facility, and may be changed by Show Management in its sole discretion as necessary to comply with such master leases and licenses.

24. LIABILITY INSURANCE
Exhibitor agrees to obtain and maintain insurance in accordance with the requirements set forth below, and as otherwise required by Show Management in its sole discretion. Exhibitor shall provide Show Management with an original Certificate of Insurance showing the applicable insurance coverage in effect for liabilities arising during the Show dates, April 30 through May 8, 2020, evidencing all coverage requirements set forth herein and as otherwise prescribed by Show Management in its sole discretion. Show Management reserves the right, in its sole discretion, to terminate the Contract of any Exhibitor failing to meet in any respect the insurance requirements set forth in this Liability Insurance section. Show Management further reserves the right, in its sole discretion, to require higher minimum limits of coverage for any Exhibitor.
The provisions of this section apply to any booth sharer or pavilion occupant, unless expressly waived by AUVSI.

a. Each Exhibitor must maintain the following types of insurance with the following minimum limits:
   i. Commercial Liability not less than $1,000,000 each occurrence/$2,000,000 general aggregate
   ii. Workers Compensation Insurance, including Employer’s Liability coverage, in a minimum amount not less than $1,000,000 (or the minimum required by applicable state law, if higher)
   iii. Auto Liability not less than $1,000,000 each accident
b. Insurance certificates must be issued to Association for Unmanned Vehicle Systems International as the Certificate Holder, at 2700 S. Quincy Street, Suite 400, Arlington, VA 22206.
c. Insurance Certificates must name The Association for Unmanned Vehicle Systems International (Show Management), Freeman Expositions, LLC (Official General Service Contractor), and the Massachusetts Convention Center Authority (Facility owner), and their respective directors, officers, employees, and agents as additional insured parties with respect to each of the Exhibitor’s required insurance policies (except Workers Compensation). Additionally, each such insurance policy shall be primary and non-contributory and shall include a waiver of subrogation with respect to each additional insured party.
d. Exhibitor’s insurance coverages may be provided by commercial insurer, captive insurer, self-insurance, or a combination thereof; provided, that any coverage by captive insurer or self-insurance must be approved by in advance in writing by Show Management. Exhibitor agrees to provide documentation evidencing adequate captive or self-insurance and such other documentation related thereto as requested by Show Management.
e. Show Management or the Facility may impose additional insurance requirements on Exhibitors operating flying vehicles or devices.
f. A Certificate of Insurance, evidencing compliance with these insurance requirements, must be provided to Show Management no later than 30 days prior to the first move-in date for the Show. The Certificate of Insurance must be uploaded through the Exhibitor Console.

25. WAIVER AND INDEMNIFICATION
The Exhibitor agrees that Show Management, the Facility, the Official General Service Contractor, and their respective trustees, directors, officers, Representatives, sponsors, successors and assigns shall have no liability, and Exhibitor shall make no claim whatsoever against any such parties, for any reason whatsoever except due to any such party’s willful misconduct, in which case only such party shall be held liable therefor. This waiver of liability shall apply to, without limitation:
   a. Loss, damage or injury to any person or property of the Exhibitor or its Representatives.
b. Any act or omission of Show Management taken in accordance with, or to enforce, the Contract.

c. Loss, damage or injury to the Exhibitor or Exhibitor’s business for any reason whatsoever, including without limitation due to Exhibit Space location or the failure to provide Exhibit Space, removal of Exhibitor or its Exhibit from the Show, Exhibitor’s exclusion from future Shows or other AUVSI events as permitted under the Contract, or by any failure of Show Management to hold the Show as scheduled.

d. Any consequential, incidental, indirect, exemplary, punitive, or special damages (including damages for loss of business profits, business interruption, loss of business information, and the like) for any reason whatsoever, even if Show Management, the Official General Service Contractor, or Facility, as applicable, has been advised of the possibility of such damages.

To the extent permitted by law, in no event shall the aggregate liability of Show Management, its directors, officers, trustees, Representatives, sponsors, successors and assigns under or related to the Contract exceed the amount of the Exhibit Space Fee paid by the Exhibitor hereunder to Show Management.

The Exhibitor is responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Facility leased or used by Exhibitor which are caused by the acts or omissions of Exhibitor, or its servants, licensees, invitees, patrons, guests, or Representatives. Exhibitor is also solely responsible for any injuries or damages sustained or caused by any such persons in connection with the Show, whether or not they occur at the Facility. This includes, but is not limited to, Event Space construction, set-up, or removal, travel to or from the Show, activities of the Exhibitor’s employees or third parties subject to the supervision of Exhibitor, or any other activities carried on in connection with the Show.

The Exhibitor agrees to indemnify, defend and hold harmless Show Management, the Facility, the Official General Service Contractor, and their respective trustees, directors, officers, Representatives, sponsors, successors, and assigns from and against any and all actual or threatened third party claims, suits, demands, actions, penalties, judgments, costs, charges, expenses and all other liabilities whatsoever (including but not limited to personal injury, property damage, lost profits, or for loss of use of property by whomsoever sustained, reasonable attorneys’ fees, expert fees and all other costs) that are caused by, arise from, relate to or grow out of the Exhibitor’s participation in the Show, including but not limited to the following:

i. Loss, damage, injury or destruction to any person or property, including the Facility;
ii. Acts or omissions done or caused to be done by the Exhibitor or its officers, directors, agents, employees, guests or invitees;
iii. Any breach or violation by the Exhibitor of the Contract;
iv. Any costs incurred or paid by Show Management due to damage or holding over by an Exhibitor past its allotted time of occupancy;
v. Violations of any applicable law, rule, or regulation, including without limitation the Americans with Disabilities Act, by Exhibitor;
vi. Actual or alleged infringement of any intellectual property rights;
vii. Any action or claims brought by ASCAP, BMI, SESAC or any other licensing organization for Exhibitor’s unlicensed use of music at the Show;
viii. Any loss, theft, misappropriation or otherwise, or damage or destruction of any property of the Exhibitor or property of its guests or invitees brought into the Exhibit Space of the Facility.

In the absence of a separate Contract between AUVSI and any booth sharer or pavilion occupant, Exhibitor agrees to assume the Waiver and Indemnification provisions of this section on behalf of any such booth sharer or pavilion occupant.

26. FORCE MAJEURE
In the event of any Acts of God, fire, natural disaster, government intervention or regulation, military activity, epidemic, blackout, terrorism or the threat thereof, civil disturbance, strikes, labor disputes, or any other circumstances that make it impossible, illegal, commercially impracticable, or inadvisable to hold the Show and/or the Exposition at the time and place provided in the Contract, then and thereupon Show Management will be permitted to terminate the Contract without any liability, and the Exhibitor shall, and hereby does, waive any and all claims for damages or compensation, except the pro rata return of the Exhibit Space Fee actually paid to Show Management by the Exhibitor, after deduction of actual expenses incurred by Show Management in connection with the Show and there shall be no further liability on the part of either party.

27. MISCELLANEOUS
If any part of the Contract is unenforceable, the parties intend for the remaining provisions to be enforced. No course of dealing on the part of any party, or the failure of either party to enforce any right, shall be construed as a waiver with respect to any other right under the Contract. No term or provision of the Contract shall be deemed waived or any breach excused, unless such waiver or consent shall be in writing and signed by the party claimed by the other to have waived or consented. No waiver of any breach or violation of the Contract shall be held to constitute a waiver of any other or subsequent breach or violation.

The parties hereto agree and acknowledge that:
  a. The rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of the Contract.
  b. The terms and provisions of the Contract shall be construed as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of the Contract. Each of the signatories acknowledges they have reviewed the Contract in full and have had an opportunity to consult with counsel of their choosing. If any provision of the Contract is determined to be invalid or unenforceable, the remaining provisions shall not be affected thereby and shall be binding upon the parties, and shall be enforceable, as though said invalid or unenforceable provision were not
c. The Contract may be executed in any number of counterparts including in portable document format (PDF), each of which when executed and delivered shall be deemed an original, but which counterparts together shall constitute one and the same instrument. A signature received electronically shall be as legally binding for all purposes as an original signature.

d. All headings and titles are for convenience only and are not to be used in any way in the construction or interpretation of the Contract.

e. Each party shall perform all its obligations under the Contract as an independent contractor and not as the agent or employee of the other party. Nothing contained in the Contract, nor any action taken by either party, shall be deemed to make either party (or any of such party’s employees, agents, or representatives) an employee or legal representative of the other party, nor to create any partnership, joint venture, association, or syndication between the parties, nor to confer on either party any express or implied right, power or authority to enter into any agreement or commitment on behalf of (nor to impose any obligation upon) the other party.

f. The Contract and all matters arising out of or relating to the Contract shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions. Any legal action or proceeding relating to the Contract shall be brought exclusively in the state or federal courts located in the Commonwealth of Virginia.