



Transportation Research Board 95th Annual Meeting

January 10–14, 2016 ■ Washington, D.C.

Exhibitor Terms and Conditions

Purpose

The Transportation Research Board (“TRB”) Exhibit Program is intended to educate attendees of the TRB Annual Meeting by providing information about products and services. Exhibitors are limited to firms, organizations, and agencies whose exhibits are consistent with the purpose of TRB’s Exhibit Program.

Binding Exhibitor Terms and Conditions

The Exhibit Booth Application (the “Application”) and Confirmation constitute a contract between the Exhibitor, and the National Academy of Sciences, a private federally chartered tax-exempt corporation, through the Transportation Research Board (collectively referred to herein as “TRB”). By applying for exhibit space, the Exhibitor agrees to adhere to all terms outlined in these Terms and Conditions, which are incorporated in the Application as if fully set out therein, as well as the Prospectus, and the Exhibitor Service Kit. All Exhibitors and their contractors and agents are bound by these Terms and Conditions. Submission of an Application constitutes acceptance of these Terms and Conditions. Any violations of the Terms and Conditions could subject the Exhibitor to one or more of the following at the discretion of TRB: Written warning; loss of priority points; or suspension of participation privileges. In the event of any such actions, Exhibitor acknowledges and agrees that TRB is not liable to Exhibitor for any refunds, rentals, or other exhibit expenses.

Location of Exhibits

The exhibit space will be located in the Walter E. Washington Convention Center, Washington, DC. (the “Facility”).

Exhibitor Responsibility for Professional Conduct

All Exhibitors must have personnel present during working hours. It is the responsibility of the Exhibitor’s Representative identified in the Application to ensure that all Exhibit representatives are aware of, and adhere to, these Terms and Conditions, and conduct themselves in a professional manner. All other employees and representatives of the Exhibitor must register as meeting attendees. Exhibitor’s employees and agents shall wear “exhibitor” badge identification furnished by TRB at all times while they are in the Exhibit area. Placement of business cards over official TRB badges or in any way altering the badge is prohibited. TRB reserves the right to restrict or limit the number of Exhibit representatives. Any Exhibitor employees or agents conducting themselves in a manner not deemed to be professional by TRB staff may be asked to leave the Exhibit area. The appearance and attire of any human models must be professional at all times.

Giveaways/Food & Beverage

Giveaways are permitted to the extent such giveaways are professional and small in nature. Cost must not exceed \$20 per item.

Food & Beverage

Food and beverage distribution must be approved by TRB (TRBExhibits@jsgargo.com) and must be arranged with Centerplate/NBSE Catering, the catering partner of the Walter E. Washington Convention Center. The dispensing, distribution, or use of alcoholic beverages in the Exhibit area is prohibited during the TRB Annual Meeting.

Attendee Mailing List

The TRB Annual Meeting attendee mailing list may be made available to Exhibitors for a one-time use subject to the approval by meeting attendees of use of their names and identifying information. To request a copy of the list, Exhibitors must complete and submit the form on the TRB Annual Meeting Exhibitor website.

Exhibitor Guests

Exhibitors have the opportunity to extend ten (10) complimentary guest invitations per 10'x 10' booth to visitors that do not plan to attend the Annual Meeting. These invitations permit the guest to register to visit the Exhibit on Sunday, Monday or Tuesday. The Exhibitor will submit the names and email addresses of visitors on the Exhibitor Badging and Housing website.

Door Drops

Materials may not be distributed via hotel "door drops."

Exhibitor Housing

The TRB Housing Bureau manages all hotel reservations for the TRB Annual Meeting. Blocks of rooms have been reserved for attendees and Exhibitor employees and agents. Each Exhibitor may request up to five (5) rooms per 100 square feet of exhibit space until November 14, 2015, or until sold out. The deadline for all Exhibitor names and credit card guarantees is November 24, 2015. Exhibitors, or their employees and agents, may not negotiate blocks of hotel rooms directly with TRB participating hotels. You will be able to obtain housing for registered attendees at the end of the registration process.

Exhibitor Badging

Each Exhibitor is entitled to up to five (5) complimentary Exhibitor badges per 100 square feet of space contracted. Additional exhibitor badges will be available for purchase. Exhibitor badges are issued to Exhibitor representatives assigned to work in the Exhibit booth, and will authorize admittance into non-ticketed workshops, sessions, meetings, and events. The online housing and badge site opens July of 2015. Links will be included in the Exhibit Confirmation and the TRB Annual Meeting Exhibit Website.

To obtain Annual Meeting Full Attendee Registration for individuals starting in early September, please use this link, <http://www.TRB.org/AnnualMeeting/Registration.aspx>.

Hospitality Suites

Only confirmed Exhibitors and Annual Meeting Patrons are eligible to reserve guest room suites for hospitality purposes. Hospitality suites may not be reserved directly with the hotels because assignments are made by TRB's Housing Bureau. All suites in the Marriott Marquis are reserved for assignment to Exhibitors and meeting attendees. Confirmations will be sent by the TRB Housing Bureau and will include the tentative suite number. The suite number is based upon availability at the time of check-in and is subject to change.

Suites may be open: Sunday-Wednesday, 6:00 a.m.–8:00 a.m. and 5:30 p.m.–10:00 p.m.

Once the suite is reserved, Exhibitors will make arrangements directly with the hotel for food and beverage service. The Hotel will contact Exhibitors in early December to confirm logistical arrangements. Also, at this time, you should request to have the name of the function and suite number listed on their "reader board." Signs only may be placed outside the hospitality suite on guest room floors. Exhibitors are not permitted to display equipment or products or to conduct product demonstrations in suites or guest rooms during the TRB Annual Meeting. The link for the Request for Hospitality Suites form will be in your booth confirmation, in the Request a Block website and on the TRB Annual Meeting Exhibit Website; site opens July of 2015.

TRB Logo/Logotype and Use of TRB Annual Meeting Logos

The use of the NAS or TRB Logo/Logotype is strictly prohibited. However, the TRB Annual Meeting Logo, as shown below, is available for use by Exhibitors subject to written approval by TRB. Contact exhibitcontracts@jspargo.com for approved artwork.



Photography–Videotaping

Exhibitor employees and agents may not photograph or video tape any other Exhibit or Annual Meeting events except with the written permission of the TRB and the applicable Exhibit representative.

Hanging Signs, Banners, or Lights

All exhibit display construction design must conform to the regulations set forth in the “Display Rules and Regulations,” a copy of which is supplied to each exhibitor by TRB, and which is incorporated into these Guidelines as if fully set out herein. “Display Rules and Regulations” provides details as to what is allowed for exhibitor’s booth so as to enable use of the space without detriment to neighboring exhibitors or the Exposition.

Americans with Disabilities Act

Exhibitors shall be solely responsible for complying with the Americans with Disabilities Act (ADA) with regard to its Exhibit space, and shall be responsible for any claims arising out of the acts or omissions of Exhibitor or its employees or agents. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line (800-514-0301).

Safety–Fire Codes

The Exhibitor is responsible for knowledge of, and compliance with, all union requirements and fire and safety codes. All Exhibit decorations must be flame-proofed, and all hangings must clear the floor.

Electrical Safety

All wiring on booths or display fixtures must meet underwriters’ rules and standard fire department inspection. This applies to booth construction only and not to pre-wired electronic equipment.

Flammable Materials

No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations may be used in any booth.

Hargrove Labor

Hargrove contracted labor must be used to assist with Exhibitor's installation and dismantling of exhibits.

Insurance and Liability

Exhibitor shall be liable for damage or loss to Exhibitor's property resulting from theft, fire, accident, or any other cause. Exhibitor shall insure its own exhibit, and equipment and display materials, and any personal property. TRB will not assume liability for any injury that may occur to Exhibitor's employees, agents, or visitors.

Exhibitor Insurance

To the extent permissible by Law, the Exhibitor shall, at its sole cost and expense, procure, and maintain comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name the National Academy of Science; J. Spargo & Associates, Inc.; and Washington Convention and Sports Authority, its Board of Directors, officers, and employees; and the Government of the District of Columbia each as an additional insured. The Exhibitor shall also maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws. All property of the Exhibitor is understood to remain under its custody and control in transit to and from the confines of the Exhibit space. TRB reserves the right to cancel this Exhibitor Agreement for an Exhibitor who does not provide evidence of appropriate insurance coverage. Proof of such insurance, including a Certificate of Insurance, shall be provided to J. Spargo & Associates, Inc. or its agent or representative as soon as practical, but in no event more than three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this Agreement.

Indemnification

To the extent permissible by law, the Exhibitor shall indemnify and hold harmless TRB and its officers, directors, agents and employees (collectively, "TRB") and the Washington Convention and Sports Authority from and against any and all liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney's fees) on account of personal injury, death, or damage to or loss of property arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the exhibitor, its employees, agents, contractors, members, exhibitors, patrons, or invitees. The foregoing shall not apply with respect to any liability, damage, or loss directly and solely caused by the gross negligence or willful misconduct of TRB.

Waiver of Rights

Any rights of TRB under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of the National Academy of Sciences.

Contractor Liability and Insurance

The name and address of each contractor or consultant retained by the Exhibitor shall be disclosed to TRB, and each such contractor or consultant shall be responsible for, and shall hold harmless and indemnify the TRB, its officers and employees from and against all claims for bodily injury and property damage. The Exhibitor shall cause each such contractor or consultant to execute and deliver to the TRB a liability statement, under which each contractor or consultant shall be responsible for, and shall hold harmless and indemnify TRB, its officers and employees from and against all claims for personal injury or property damage arising out such contractor's negligent or wrongful acts or omissions in connection with the Event.

Facility

Exhibitor is liable for any damage caused by Exhibitor, Exhibitor's agents, employees, or representatives to building floors, walls, or columns. Exhibitor may not apply paint, lacquer, or apply adhesive or other coatings to building columns, floors or walls, to standard booth equipment, or furniture contained in the Washington, D.C. Convention Center.

Security

The Security Contractor will provide perimeter security from Saturday, January 9, 8:00 a.m., through Wednesday, January 13, noon or until the hall is cleared. TRB, J. Spargo & Associates, Inc., Washington Convention Center, and Freeman are not responsible for loss or damage to Exhibitor property. It is the Exhibitors responsibility to insure its property and personal items.

Display Sizes and Limitations

Display

The arrangement and appearance of items displayed are subject to approval by TRB. TRB may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to TRB for the costs that may evolve upon Exhibitor thereby.

Use of Space

Displays and demonstrations are limited to the confines of the Exhibitor's own booth, as is the distribution of literature or other items.

Relocation and Floor Plan Revisions

TRB retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

In-Line Booth

A Standard Booth is one (10' x 10') or two booths (10' x 20') in a straight line. Exhibit fixtures, components, and identification signs will be permitted to a maximum height of 8' in the back 5' of the booth. No solid exhibit construction or freestanding display fixtures over the height of 4' are allowed in the front 5' of the exhibit. Structures (other than literature tables or counters) designed for holding computers, monitors, televisions, video screens, or similar display elements, signs, etc., must not be placed in the front 5' of the exhibit booth. Materials, equipment, and floral presentations in the front 5' of the display that exceed 4' from the floor must not create an obstruction that prevents clear view of neighboring exhibits. The rule of thumb is to stand at one end of an aisle and have a clear view of the space above 4' in the front 5' of all booths in that aisle.

Island Booth

An Island Booth is an exhibit space which is exposed on all four sides by aisle way. Dimensions of an Island Booth are typically 20'x20' or larger, although it may be configured differently. Use of Space: The entire cubic content of the space may be used up to the maximum allowable height of 20'.

Height Restriction

An in-line exhibit booth may not exceed the height of 8' from the exhibit hall floor; island booth height limit is 20' from the exhibit floor.

Obstruction of Aisles or Booths

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby Exhibitor's booth shall be suspended for any periods specified by TRB.

Vehicles

All vehicles displayed are required to follow the Washington, DC Convention Center guidelines.

Outdoor Space

Any exhibit found outside the TRB official exhibit hall will be shut down. This includes vehicles (displayed or intended to promote), parked or idling at the meeting property.

No Smoking

The use of tobacco products is restricted to designated smoking areas.

Noise and Odors

Noisy or obstructive work will not be permitted during open hours of the exhibit areas, nor will noisily operating displays, nor exhibits producing objectionable odors. TRB shall have sole discretion in determining what is noisy, obstructive, or objectionable.

Music

Any Exhibitor using music must ensure that licensing fees have been paid to the appropriate agency, i.e., ASCAP or BMI. TRB is not responsible for any licensing fees for music played in Exhibitor's booth.

Children

Minors under the age of 18 are not permitted on the exhibit floor unless approved by TRB. At no time is anyone under the age of 18 permitted in the exhibit hall during move-in or move-out.

Floor Loading

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

Installing, Exhibiting, and Dismantling

Hours and dates for installing, exhibiting, and dismantling shall be those specified by TRB. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exposition before the specified conclusion of the dismantling period set by TRB.

Subleasing

Exhibitor may not sublet his exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from his booth. Determinations of TRB shall, in all instances, be final with regard to use of exhibit space.

Occupancy Default

Any Exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be re-allocated or reassigned By TRB in its sole discretion.

Eligibility

TRB has the sole right to determine the eligibility of any company or product for inclusion in the Annual Meeting Exhibit.

Compliance with Other Applicable Requirements and Prohibited Practices

The Exhibitor agrees that it will comply with all applicable laws and regulations. The Exhibitor further acknowledges and agrees that it has reviewed and will comply with all Washington Convention Center Authority rules, policies, and procedures set out in the Convention Center Event Planning Guide set out at the following link <http://www.dccconvention.com/Attachments/Convention-Center/WCSA-EPG-spreads.aspx>, which is incorporated in these Terms and Conditions as if fully set out herein. Without limitation of the foregoing, the following are prohibited practices:

- Use of aisle space;
- Distribution of materials or literature other than product and service information from the Exhibit booth;

- Distribution of materials or literature outside the Exhibitor's assigned booth;
- Production of sound that disturbs neighboring exhibits. The Exhibitor is solely responsible for any and all fees that may be associated with copyrighted music used in audio presentations;
- Use of entertainment; and
- Use of games, contests, lotteries, raffles, drawings, and other games of chance.

Amendment and Additional Rules

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of TRB. TRB may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations.

Updated 3/4/2015