

Exhibit Space Agreement

March 25 to 27, 2014 | Columbus Convention Center

1-800-644-6292 • www.bwc.ohio.gov

OSC | 14

Ohio Safety Congress & Expo

Company information

Complete this agreement as it should appear in the Event Guide. Omit abbreviations. Company information will appear in the Event Guide if received by **Feb. 15**. Type or print clearly

Company name _____

Company FTID# (will not appear in Event Guide) _____

Phone _____

Website _____

Twitter handle _____

Product/service (175 characters or less, complete sentences, no abbreviations. BWC may edit text for brevity at its discretion.) _____

Event Guide product category

Exhibitors may select three categories for a free listing in the Event Guide. BWC will select the first three categories if more than three are checked. Deadline for inclusion in the Event Guide is Feb. 15. BWC will provide additional listings, upon request, for booths 10' x 30' or larger. Contact BWC for details.

- | | | | |
|---------------------------------------|---|--|---|
| <input type="radio"/> Consulting | <input type="radio"/> Incentives/Awards | <input type="radio"/> Publications/Promotional | <input type="radio"/> Training |
| <input type="radio"/> Environmental | <input type="radio"/> Industrial Hygiene/Lab Services | <input type="radio"/> Rehabilitation | <input type="radio"/> Wellness |
| <input type="radio"/> Ergonomics | <input type="radio"/> MCO/TPA | <input type="radio"/> Safety Services | <input type="radio"/> Workers' Compensation |
| <input type="radio"/> Fall Protection | <input type="radio"/> Personal Protection | <input type="radio"/> Safety Signage | <input type="radio"/> Other |
| <input type="radio"/> Health/Medical | <input type="radio"/> Production Safety | <input type="radio"/> Security/Investigative | |

Participation opportunities

Booth space

| | Standard rate after Dec. 31 | |
|---|-----------------------------|-------|
| <input type="radio"/> 10 x 10 | \$ 950 | _____ |
| <input type="radio"/> 10 x 10 (corner) | \$ 950 | _____ |
| <input type="radio"/> 10 x 20 | \$ 1,850 | _____ |
| <input type="radio"/> 10 x 20 (corner) | \$ 1,850 | _____ |
| <input type="radio"/> 10 x 30 | \$ 2,750 | _____ |
| <input type="radio"/> 10 x 40 | \$ 3,625 | _____ |
| <input type="radio"/> 20 x 20 (island) | \$ 3,625 | _____ |
| <input type="radio"/> 10 x 50 | \$ 4,500 | _____ |
| <input type="radio"/> Bulk space (call for quote) | _____ | _____ |

Promotions

| | | |
|---|---------------|-------------|
| <input type="radio"/> Website company name link | \$ 75 | _____ |
| <input type="radio"/> Website company logo link | \$ 300 | _____ |
| <input type="radio"/> Passport to safety | \$ 200 +prize | _____ |
| <input type="radio"/> Mobile application | \$ 750 | _____ |
| <input type="radio"/> Lanyard | \$ 1,500 | SOLD |
| <input type="radio"/> Aisle sign | \$ 500 | _____ |
| <input type="radio"/> Floor sticker | \$ 350 | _____ |

Event Guide advertising

| | | |
|--|------------------------|-------------|
| <input type="radio"/> Front cover inside | Artwork due Jan. 31 | SOLD |
| <input type="radio"/> Full page inside | \$900 color, \$800 B&W | _____ |
| <input type="radio"/> Half page inside | \$500 color, \$400 B&W | _____ |
| <input type="radio"/> Highlight feature | \$400 color, \$300 B&W | _____ |
| <input type="radio"/> Highlight feature | \$100 | _____ |

Total \$ _____

Booth location

BWC will attempt to accommodate location requests and avoid proximity to similar products or services. BWC cannot guarantee placement.

Description of display materials: _____

Booth number preferences: 1st choice _____ 2nd choice _____ 3rd choice _____

I would like to be located near _____

I prefer not to be located near _____

Exhibit contact information

Individual to receive all information on exhibit logistics and operations, including exhibitor services manual.

Contact name _____

Title _____

Address _____

City _____

State _____

ZIP code _____

Phone _____

Cell _____

Email _____

Additional contact _____

Title _____

Phone _____

Cell _____

Email _____

Method of payment

BWC will not accept applications without payment in full. Check or authorized signature of credit cardholder must accompany application.

Select payment method.

- Check
(Enclose check payable to Ohio Safety Congress.)
- MasterCard/Visa/American Express
(Call 614-466-7695 to provide credit card information.)

Cardholder's name (Print as appears on card.) _____

Cardholder's phone number _____

Cardholder's signature (required) _____

Agreement

I have read and accepted the terms and conditions set forth herein and in the Exhibitor Prospectus.

Signature _____

Date _____

Remit agreement and payment to:

BWC/Ohio Safety Congress & Expo

13430 Yarmouth Drive

Pickerington, OH 43147

SafetyCongress@bwc.state.oh.us

Phone: 614-728-6455

Fax: 614-365-4971

****BWC will not process unsigned contracts.****

Agreement

This application, upon acceptance by the Ohio Bureau of Workers' Compensation's (BWC's) Division of Safety & Hygiene, Ohio Safety Congress & Expo hereafter referred to as BWC, immediately creates a binding contract between the Exhibitor and BWC. AN AUTHORIZED SIGNATURE ABOVE SIGNIFIES THE EXHIBITOR'S INTENTION TO BE BOUND BY THE TERMS OF THIS CONTRACT. BWC reserves the right to reject an Exhibitor's application to participate in the Ohio Safety Congress & Expo. The contract shall contain, without alteration, all the terms and conditions governing the agreement between BWC and the Exhibitor. Any alteration to the terms and conditions of the contract by an applicant shall immediately cause rejection of the Exhibitor's application. Failure to meet or perform within the terms and conditions set forth in the contract shall permit BWC to immediately rescind or cancel the contract and to remove the Exhibitor from the Ohio Safety Congress & Expo. In that event, the Exhibitor will not receive a refund.

In consideration of the space allotted, the Exhibitor agrees to comply with the conditions and rules set forth herein, and in the Exhibit Prospectus. It is understood and agreed that, in the event of failure or inability to fulfill its contract for space rental or to furnish space due to fires, strike, authority of law, act of God, or for any other reason, BWC agrees to refund all deposits and other monies paid hereunder. In that event, this agreement shall be deemed cancelled by mutual consent, and BWC shall be relieved from all responsibility thereunder. It is further understood and agreed that all exhibits are at the Exhibitor's risk.

Terms and conditions

1. Description of booths – Booths are 10' x 10' unless otherwise indicated. Cloth drapery material will consist of a back wall measuring eight feet high, and side partitions measuring 36 inches high. Display materials between adjoining booths shall be limited to a height of not more than 36 inches. Display materials in booths where wall space is not available, or in booths which are back-to-back shall not extend above Exhibitor's name panel at rear of booth. Booths shall not contain displays which are disruptive to BWC. Booths shall strictly conform to these specifications. Any deviations from the specifications of this section entitled "DESCRIPTION OF BOOTHS" including, but not limited to, displays which extend beyond their designated boundaries into aisles, displays which block other displays, and displays and/or Exhibitors which are disruptive to the Ohio Safety Congress & Expo, shall be a violation of this contract and shall be grounds for removal of the Exhibitor from the Ohio Safety Congress & Expo. Exhibitor shall be responsible for making its exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold BWC and the Ohio Safety Congress & Expo harmless from any consequence of exhibiting or failure in this regard.

2. Eligibility of exhibitors – Eligibility is limited to companies who supply products and/or services specifically related to the following industries: safety and health, workers' compensation, human resources, security, risk management, medical and rehabilitation. Additional companies that are deemed appropriate by BWC are also eligible. BWC reserves the right to deny participation to any company whose business is determined, at BWC's sole discretion, to be inappropriate for the exhibition.

BWC shall have the sole right to determine the eligibility of exhibits, including, but not limited to: companies, products, systems, services, booth graphics, printed matter distributed at the conference, souvenirs, giveaways, costumes and booth personnel attire, and all other exhibition features and activities.

The Exhibitor agrees not to display products or literature that are not regularly sold or distributed by him/her, except as deemed acceptable by BWC to illustrate the applications of his products.

Exhibitor shall not in any manner indicate that a BWC endorsement or approval of its product or service has been given by BWC.

It is the Exhibitor's responsibility to receive prior written approval from BWC for any product demonstration or display which is not within standard exhibition industry procedures and/or may be questionable in nature.

BWC reserves the right to alter or close any questionable exhibit that does not obtain prior written authorization. No refund shall be due under such circumstances.

BWC reserves the right to prohibit or require the removal of any display or exhibit or any part of an exhibit, which it deems unsuitable, or not in keeping with the character of the Ohio Safety Congress & Expo.

3. Booth space allocation – Applications and payments postmarked no later than Dec. 1 are assigned on a point system factoring seniority and booth size; one point for each year of seniority in the Ohio Safety Congress & Expo multiplied by the quantity of 10' x 10' booths purchased for the event (e.g. 10 years seniority and two 10' x 10' booths will receive 20 points.) BWC will assign booths on a space available basis for applications and payments postmarked after Dec. 1.

Regardless of points, every effort will be made not to place competitors in adjacent booths. It is the responsibility of the Exhibitor to provide a clear description of primary products and services and major competitors.

4. Booth services, equipment, electric and utilities – Booth fees do not include the cost of carpet, custom furnishings and equipment, labor, freight handling, electricity or other special services or utilities beyond that included in the booth fee. All connections will be made by the appropriate contractor. Electrical outlets are not a part of booth space. A separate outlet must be ordered for all equipment to be connected. BWC will provide order forms containing rates and information for services, equipment, electric and utilities in advance of the Ohio Safety Congress & Expo. All expenses for services, equipment, electric and utilities are to be paid by the Exhibitor.

5. Booth personnel – During exhibit hours all booths must be kept open and properly staffed. Premature packing and/or dismantling will not be permitted and may result in permanent removal from the Ohio Safety Congress & Expo.

6. Installing and dismantling exhibits – Packing crates and boxes must be removed from the exhibit floor one hour before show opens. All display materials must be removed from the facility

three hours after show closes. Overtime rates may apply before 7 a.m. and after 5 p.m. each day.

7. Shipping – Exhibitors are not permitted to ship exhibit materials directly to the convention facility. Storage facilities for packing cases, crates and boxes are not available at the facility. BWC will provide advance shipping and storage instructions in advance of the Ohio Safety Congress & Expo. Carts may be provided by the service contractor on a first-come, first-served basis. BWC recommends that Exhibitors provide their own cart.

8. Cancellation and refunds – BWC must receive all cancellation requests in writing. Cancellation requests received through Jan. 31 will be refunded less a \$75 processing fee or the Exhibitor can defer payment to next Ohio Safety Congress & Expo. Cancellation requests received Feb. 1 through Feb. 28 will be refunded 50 percent or Exhibitor can defer the payment to next Ohio Safety Congress & Expo. Cancellation requests received Mar. 1 and after will not be refunded or deferred. BWC reserves the right to resell any cancelled booth space, promotions or advertising.

9. Contract for space – All contracts are subject to the rules herein given. All applications must be accompanied by full payment in the form of check or authorized credit card signature to cover the total cost of booth space, promotions and advertising.

No Exhibitor shall assign, sublet or apportion the whole or any part of the booth space, promotions or advertising, nor exhibit therein, nor permit any other party to exhibit therein, any other goods than those manufactured or handled by the Exhibitor in the regular course of their business, nor permit any representative or firm or company not exhibiting to solicit business or take orders in their space without the written permission from BWC.

The Exhibitor must comply with and be bound by all laws, ordinances and regulations of the country, state, county and city, and wherever applicable, of the police and fire departments.

10. Use of facility – Agents, solicitors and representatives of Exhibitors selling commercial products shall not be permitted to use sample rooms or space elsewhere in the convention facility for product sales or display. Advertising, solicitation and distribution of literature of commercial products shall not be permitted except from the exhibit booths.

11. Product sales – Exhibitors may choose to sell products and services from their purchased booth space. To be eligible, Exhibitors must register online with the Ohio Department of Taxation at tax.ohio.gov.

Exhibitors must notify BWC of their intent to sell products on the expo floor and provide proof of registration with the Ohio Department of Taxation. Exhibitors by selling products and services on the exhibit floor warrant that they are complying with all federal, state, and local laws in the conduct of their Ohio Safety Congress & Expo activities.

12. Food and beverage – The rights to all concessions are reserved by the convention facility, and the Exhibitor will not be permitted to sell or distribute any soft drinks, tobacco products, confections or food for consumption on the premises without permission from the convention facility or the facility's exclusive food service provider.

13. Music – Music may not be played in any form without the proper license of copyrighted music.

14. Liability – It is expressly understood that BWC does not assume responsibility for extra charges for carpenter work, shelving, wiring, special decoration, furnishings, etc. Although a night watchman will be on duty, this does not guarantee Exhibitors against loss by theft or otherwise. It is expressly understood that BWC and the convention facility will not be responsible for loss or damage which might ensue from any cause in connection with transfer, installation, maintenance, removal of exhibits, or management of convention. BWC will not be responsible in any way for goods while in storage. BWC and its officers, staff members, employees, agents, and representatives shall not, under any condition or circumstances, be responsible for any loss sustained by any Exhibitor or any other person by reason of fire, theft, water, injuries, or for any actions whatsoever. All rules and regulations which are supplementary to this contract are a part of this contract, including but not limited to the Exhibitor prospectus. BWC and the facility will use the necessary reasonable care for prevention of any losses, personal or material. Each Exhibitor agrees that it shall assume sole responsibility for any damages to property or injuries to person, and shall indemnify, defend, and hold harmless BWC, the Ohio Safety Congress & Expo, the security firm, the convention facility, the general contractor and all of their collective officers, employees, agents and members for any and all alleged claims and liabilities which might ensue from any cause whatsoever, including any actions of any kind generally, and specifically, personal injuries to any Exhibitors, officer, staff members, employees, agents, representatives, attendees and guests. It is understood that all fees, costs and expenses incurred by an Exhibitor that are caused by any legal actions shall be the sole responsibility of the Exhibitor and reimbursement shall not be sought against BWC or the Ohio Safety Congress & Expo; however, BWC shall be reimbursed by the seeking Exhibitor for costs, fees and expenses that are incurred and expended resulting from any action. Exhibitors shall obtain insurance to cover damage or loss to exhibit material and public liability insurance against injury to the person or property of others. The duty to indemnify BWC does not apply to state agencies that cannot constitutionally agree to indemnification or to other agencies or persons with governmental immunity from liability.

15. Authority of show management – BWC reserves the right to remove any Exhibitor, its assignees, or subletters from the Ohio Safety Congress & Expo in the event the Exhibitor violates any of these rules or provisions of the contract. All matters not explicitly covered in these rules are subject to the decision of Ohio Safety Congress & Expo management. All Exhibitors must abide by decisions made by management.