

Building Utah Conference – Contract Terms of Agreement

This contract is for exhibitors and sponsors of the **2022 Building Utah Conference (March 23-25, Carbon County Events Center, Price, Utah)**.

A. **CONTRACT:** Upon your receipt of confirmation of exhibit registration, this contract shall enter into effect upon the terms set forth below, and any additions and amendments as may from time to time be issued by UAC. The Exhibitor also assumes full responsibility for complying with any facility, local, city, state, and federal regulations regarding permitting, sales, taxes, fire, electrical wiring, safety, and/or health. UAC reserves the right to cancel all or part of an exhibit registration for failure to do so.

B. **SPACE ASSIGNMENTS:** Vendors will submit requests of spaces they are interested in occupying, based on availability at the time UAC receives payment in full. UAC reserves the right to assign or alter booth or exhibit locations as it deems necessary.

C. **PAYMENTS:** Payment schedule: Payment in full is due 10 days prior to the event start date.

Late fee penalty: Exhibitor risks forfeiting space and will pay a late fee charges of \$50 to retain their assigned space if full payment is not received by **March 2, 2022**.

Rates: **Exhibit space \$725**, unless otherwise specified; Sponsorship prices vary.

D. **CANCELLATION POLICY Refund Policy:** Exhibitors who cancel between the time of application and **March 2, 2022**, will be subject to a \$40 cancellation fee. The balance of the refund will be issued within 4 to 6 weeks of the date of cancellation. Exhibitors who cancel after **March 2, 2022**, will not receive a refund.

Notification Policy: All cancellations must be received and acknowledged by UAC in writing (e-mail or postal mail). The date/time UAC receives a cancellation within its established hours of business (Monday – Friday, 8:30 a.m. to 5 p.m. MST) is considered the official date of cancellation. UAC may re-sell any canceled space.

Unclaimed Space & Liability: Any space not claimed by 1:00 p.m. **March 22, 2022**, may be reassigned or canceled without refund. UAC will not be liable for any incurred expense by an Exhibitor whose space goes unclaimed.

E. **USE OF EXHIBIT SPACE:** No Exhibitor shall assign, sublet or share any part of their registered space without written permission from UAC. Distribution by the Exhibitors of any printed matter, souvenirs, or other articles must be confined to the registered space. All exhibit display materials must fit and stay within the pre-designed space an exhibitor has been registered for. No undignified manner of attracting attention will be permitted.

Exhibitors must keep the aisle(s) near their booth free of congestion due to demonstration or other promotions. Exhibitors shall arrange their exhibit so it does not obstruct the general view or hide the exhibit of others.

UAC reserves the right to suspend any exhibit or exhibitor due to excessive noise, methods of operation,

or for any reason they become objectionable to the event and/or its attendees.

F. SECURITY/LIABILITIES/INSURANCE: Notwithstanding any security furnished by or on behalf of UAC or the facility, UAC shall not be liable or responsible for any injury, loss, or damage that may occur to the Exhibitor, or to the Exhibitor's employees or property, from any cause whatsoever.

UAC, its agents, and employees will not be liable for failure to hold the event as scheduled. Payments for exhibit space, less any expenses incurred in connection with the event shall be refunded if the event is canceled 30 days or less prior to the opening date due to fire, or any act of God, or public enemy, or epidemic, or any law, or regulation, or public authority, which makes it impossible or impractical to hold the event.

Prior to delivery of exhibit to the exhibit facility, Exhibitor, at its expense shall procure and shall thereafter maintain for the term of the event, at least the following types and amounts of insurance:

- Workers Compensation: as required by statute
- Commercial General Liability: \$1 million/ \$2 million

Damage to the exhibit facility or to the property of other exhibitors, caused by Exhibitor or its agents or employees, shall be replaced or repaired by the Exhibitor. Exhibitor assumes the entire responsibility and liability for losses, damages, and claims, arising out of injury or damage to Exhibitor's displays, equipment, and other property brought upon the premises of the event facility and shall indemnify and hold harmless UAC, the event facility, agents, servants, and employees from any and all such losses, damages, and claims.

G. AMENDMENTS TO REGULATIONS: Any and all matters and questions not specifically covered by the articles in this contract shall be subject to the decision of UAC. UAC in the interest of the event may amend the aforementioned items covered by this contract at any time and notice thereof shall be binding on Exhibitors equally with the foregoing rules set forth in this contract.

H. ENTIRE AGREEMENT: UAC and Exhibitor agree that this document constitutes their entire agreement and any changes or modifications must be agreed to in writing by both parties to have an effect.

I. GOVERNING LAW: This agreement shall be governed by the laws of the State of Utah.