



## The AI+ Expo

June 2 - 4, 2025 – Washington, D.C.

### Exhibitor Application Terms & Conditions

AND

### Exhibit Rules & Regulations

#### 1. Definitions.

- a. The term “**Event**” means the AI+ Expo currently scheduled to be held on June 2 - 4, 2025 (the “**Event Dates**”) at The Walter E. Washington Convention Center, 801 Allen Y. Lew Place NW, Washington, DC 20001 (the “**Venue**”).
- b. The term “**Event Host**” means the Schmidt Special Competitive Studies Project, LLC.
- c. The term “**Applicant**” or “**Exhibitor**” means the company, academic institution, government organization, or other entity or individual that has applied for Exhibit Space by submitting this Application and Agreement.
- d. The term “**Exhibit Space**” means the area that the exhibitor has paid for and Event Host has agreed to provide.
- e. The term “**General Service Contractor**” means the Freeman Company, LLC.
- f. The term “**exhibit hall**” means halls D and E of the Venue as well as meeting rooms 203AB, 204ABC, 205, 208AB, 209ABC, 210, East Salon, East and West Overlooks.

2. **Acceptance and Agreement.** The Event Application and Agreement, when properly executed by Applicant and accepted by Event Host (“**Agreement**”), constitutes a valid and binding agreement between the Event Host and the Applicant for Applicant to lease Exhibit Space at the Event. In the event of any conflict between these Terms and Conditions and Exhibit Rules and Regulations and any terms inserted by the Applicant, these Terms and Conditions and Exhibit Rules and Regulations shall govern. Event Host reserves the right to accept or refuse, in its sole discretion, any application for participation in the Event. In the absence of Event Host acceptance, Event Host incurs no obligations hereunder. Applicants may be required to submit a description of the nature of their business and the items intended to be exhibited for educating the public separate from and in addition to the information entered as part of the application process.

#### 3. Incorporated Documents.

- a. This document and the IAEE Guidelines for Display Rules and Regulations, Freeman Hanging Sign Labor and Equipment Rules & Regulations, Baltimore / Washington Area Union Regulations, Walter E. Washington Convention Center Fire and Safety Guidelines, and, if applicable to Exhibitor, the Walter E. Washington Convention Center Drones/Unmanned Aerial Vehicles Standard Operating Procedures, which are attached hereto and incorporated herein, represent the full agreement between the parties.

- b. This document contains all the terms of the Agreement, and no prior written or oral representations are binding on either Party. Event Host reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success of the Event. Event Host's decisions and interpretations shall be accepted as final in all cases. It is the responsibility of the Exhibitor and its representatives and/or agents to be fully familiar with these Exhibit Rules and Regulations.
4. **Event Purpose.** The purpose of the Event is to bring together champions of innovation from the private sector, research institutions, the U.S. government, and key allies and partners to exchange ideas and initiatives, educate and inform the public about innovation in artificial intelligence and other emerging technologies, identify new ways of collaborating and strengthening partnerships between industry leaders, and enable productive discussions among such leaders and the public with the overall goal of ensuring U.S. leadership in decisive emerging technologies. The Event will demonstrate cutting-edge technologies that have strategic significance for the United States and the free world.
  5. **Event Exhibitor Terms.** *Each Exhibitor agrees as follows:*
    - a. **Products.** Exhibit only technological demonstrations and capabilities of their own manufacture or supply. Demonstrations must be displayed in a tasteful manner so as to describe and depict their capabilities and advancements.
    - b. **Food.** Any food or beverage must be ordered from the official Venue caterer, and distribution requires prior approval of Event Host. Absolutely no liquor or other alcoholic beverages may be distributed or served in the Exhibit Hall by Exhibitors without prior approval of Event Host.
    - c. **Contract for Exhibit Space.** Applicants are required to execute and forward an Application-Contract to Event Host. Except as provided below, each Application-Contract must be submitted with payment for the required deposit of 100% of the total Exhibit Space rental and must specify technological demonstration(s) scheduled for exhibition. Any Exhibitor failing to occupy Exhibit Space is not relieved of the obligation of paying the full rental.
    - d. **Exhibit Space Assignment.** All Applicants will be assigned Exhibit Space based on date of receipt of Application and/or discretion of Event Host. In all cases, efforts will be made to assign Exhibit Space in alignment with an Applicant's choices. Event Host reserves the right to alter the exhibit floor plan or change Exhibit Space assignments in case of an emergency and/or in the interest of the Event.
    - e. **Exhibit Space Cost.**
      - i. Through December 31<sup>st</sup>, 2024, returning exhibitors exhibit space rental is \$40.00 per square foot.
      - ii. New exhibitors and all exhibitors contracting on or after January 1, 2025 exhibit space rental is \$50.00 per square foot.
      - iii. Exhibitors with complimentary exhibit space may rent additional space at the applicable rate.
    - f. **Payment Policy.**
      - i. After an application is approved by Event Host, an invoice will be provided to Applicant for payment.
      - ii. Payment must be submitted for 100% of the total rental cost for each Exhibit Space requested.

- iii. Failure of Applicant to submit payment by the invoice due date shall relieve Event Host of any obligation to hold Exhibit Space for the Applicant but shall not relieve the Applicant's obligation to make payment under this Agreement.
- iv. Late payments received after the invoiced due date will be assessed a \$150.00 penalty fee.
- g. **Cancellation Policy.** All cancellations must be submitted in writing to Event Host's representative, Jennifer Sheehan at expo2025@scsp.ai. The date of cancellation shall be the date that Event Host received the written cancellation. Both Exhibitor and Event Host acknowledge that, in the event of cancellation, Event Host will sustain substantial monetary losses that cannot be precisely determined. Due to the difficulty of determining and detailing said losses, Exhibitor agrees to pay the following as liquidated damages (and not a penalty) if Exhibitor cancels its participation. If written notice of cancellation is made **by February 3, 2025**, Exhibitor agrees to pay a cancellation fee equal to 50% of the total Exhibit Space rental fee. If written notice of cancellation is after **February 3, 2025**, Exhibitor will be liable for 100% of the total Exhibit Space rental fee. All cancellation fees are payable immediately upon cancellation. The above cancellation fee terms shall apply regardless of the execution date of this contract. Any reduction in Exhibit Space will be considered the same as an Exhibit Space cancellation and will be treated accordingly. Any Exhibitor who does not physically appear on-site will be treated as forfeiture and will not receive any reimbursement.
- h. **Subletting Exhibit Space.** Exhibitors may not assign, sublet or apportion their Exhibit Space in whole or in part, nor exhibit any products or services other than those created or handled in the normal course of their business, nor permit any agent or any exhibiting firm to solicit business in their Exhibit Space. If special circumstances warrant an exception, permission must be obtained in writing from Event Host, which reserves the right to render final judgment. Program book listings are limited to one entry per contracted Exhibitor.
- i. **Arrangements of Exhibits.** Event Host will provide Exhibit Space as indicated on the official floor plan, in as much detail as possible, but reserves the right to make any changes necessary.
- j. **Display Construction and Limitations.** Each linear 10' x 10' booth will be set with 8' high gray and white back drape and 3' high gray side drape. Purchase of any additional items will be at the expense of the Exhibitor. Additional services, equipment rental, furniture, electrical services and the like can be ordered through the Exhibitor Services Kit. In the interest of all Exhibitors, and to preserve uniformity, displays must conform to the IAEE Display Guidelines and Freeman Hanging Sign Labor and Equipment Rules & Regulations, which are attached hereto and incorporated herein. Unfinished or unsightly ends of exhibits must be draped by the General Service Contractor at the expense of the Exhibitor. Refer to the Display Guidelines for specific construction requirements.
- k. **Exhibit Hours, Installation, and Dismantling.**
  - i. The hours during which the Event will be open are:
    - 1. Exhibit Hours.
      - a. Monday, June 2, 10:00 a.m. - 5:00 p.m. ET
      - b. Tuesday, June 3, 9:00 a.m. - 5:00 p.m. ET
      - c. Wednesday, June 4, 9:00 a.m. - 5:00 p.m. ET
    - 2. Installation Hours
      - a. Saturday, May 31, 8:00 a.m. - 5:00 p.m. ET
      - b. Sunday, June 1, 8:00 a.m. - 5:00 p.m. ET

3. Dismantling hours:
  - a. Wednesday, June 4, 5:01 p.m. - 9:00 p.m. ET
  - b. Thursday, June 5, 8:00 a.m. - 12:00 p.m. ET
4. Hours are subject to change at Event Host's sole discretion.
- ii. No materials can be accepted in the Venue before 8:00 a.m., Friday, May 30. All exhibits must be completely set-up by 5:00 p.m., Sunday, June 1. Any Exhibit Space not claimed and occupied or for which no special arrangements have been made prior to 5:00 p.m. ET, Sunday, June 1, may be resold or reassigned by Event Host without any obligation on the part of Event Host for any refund whatsoever. Special arrangements may be made for early or late set-up with prior approval from Event Host. Contact Event Host's exhibitor representative Jennifer Sheehan at expo2025@scsp.ai.
- iii. Unattended freight in unclaimed Exhibit Space will be removed from the exhibit floor and stored at the Exhibitor's sole risk and expense.
- iv. No installing, dismantling, rearranging, repairing, servicing, removing, or supplementing of Exhibit Space will be permitted during the Event hours.
- v. Displays must remain intact and manned until 5:00 p.m. ET, Wednesday, June 4. Exhibitors agree by signing the Exhibit Space-Application Contract that they (or their staff) will remain on the exhibit hall floor until the official close of the Event, as published in their exhibitor manual. **Any infraction of this rule will jeopardize the Exhibitor's participation in future events held by Event Host.**
- vi. All exhibits must be dismantled, packed and ready for removal by 12:00 noon Thursday, June 5. Exhibits or materials remaining in the building after 12:00 noon, Thursday, June 5, will either be discarded or returned to Exhibitor at Exhibitor's sole risk and expense.
- I. **Exhibitor's Admission Credentials.** Exhibitor shall furnish Event Host with an advance list of their representatives no later than 3 days before the event. Representatives must register upon arrival and at all times wear identification badges, containing the name of the firm, organization, or institution that contracted Exhibit Space. The badges are not transferable; Event Host reserves the right to withdraw the use of the badge used to gain admission to the Event by any person other than the one for whom it was issued. Exhibitors will be admitted to the exhibit hall **one hour** before the opening of the hall, each show day. Any special arrangements must be made with Event Host. **NOTE:** Children under the age of 18 are prohibited from the exhibit hall during installation and dismantle days.
- m. **Listings and Promotional Materials.** Exhibitor grants Event Host a non-exclusive, worldwide, fully-paid up, royalty free, perpetual, irrevocable (except for cause) license to use, display, and reproduce Applicant's name, trademarks and trade names, and product or service names in any directory (print, electronic, or other media) that list the applicants participating at the Event and to use such names in Event Host's promotional materials for the Event or future events of a similar nature. Event Host is not liable for any errors or omissions in any show guide listings or descriptions.
- n. **Event Host Materials.** Any materials that are distributed to Applicant related to the planning or execution of the Event, including but not limited to, the Event Manual, shall remain the exclusive property of Event Host or its licensors. Event Host grants Applicant a limited, personal, non-transferable, non-sublicensable, revocable, non-exclusive license to use such materials solely in connection with Applicant's participation in the Event. If Applicant ceases to be an exhibitor at the Event, including at the conclusion thereof, Applicant shall promptly return to Event Host or destroy all such materials.

- o. **Recording of Event.** Applicant grants Event Host the right and permission to record and photograph the Event (including but not limited to Applicant's Exhibit Space, exhibit, and personnel) during, before, or after the open hours of the Event (collectively, "Recordings"), and hereby authorizes Event Host and its designees to transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose the Recordings, in whole or part, individually or in conjunction with other content, worldwide, in perpetuity, in any and all forms of media now known or hereafter discovered. Applicant waives any right to inspect or approve the Recordings; releases and forever discharges Event Host and its designees from all claims, demands, rights, and causes of action of whatever kind or nature arising from and by reason of any known or unknown, foreseen or unforeseen injuries, damages, and the consequences thereof (collectively, "Claims") resulting from the use of the Recordings as stated above; and waives all Claims it may have, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.
- p. **Use of Event-Related Insignia.** Applicant may not use, reproduce, or permit others to use or reproduce the Event's or Event Host's logo, name, trademarks, or other insignia in connection with any goods or services, or otherwise on any items, documents, or advertising or marketing materials, without Event Host's prior express written consent in each instance.
- q. **Display Operations.**
  - i. Sale or Distribution of Merchandise. Sales or any kind, or solicitations for sales, are **NOT PERMITTED** on the show floor. Exhibitors may show, discuss, explain, and demonstrate product and technological capabilities or services, but may not make any kind of sales that result in the exchange of merchandise and/or money in the Venue. The Event is an educational event with a purpose to inform the public about innovation in artificial intelligence and other emerging technologies, identify new ways of collaborating and strengthening partnerships, and enable productive discussions among leaders and the public with the overall goal of ensuring U.S. leadership in decisive emerging technologies.
  - ii. Distribution of Product Literature, Promotions, Samples, and Souvenirs. Interviews, demonstrations, distribution of literature, etc., are permitted only within Exhibitor's Exhibit Space. No activity, demonstrations, etc., will be permitted within the aisles or elsewhere in the Venue. Samples or souvenirs may not be sold, and if distributed, must be of nominal value, provide an educational benefit, and directly relate to products or services displayed in Exhibitor's Exhibit Space.
  - iii. No person, firm or organization that has not contracted with Event Host for the occupancy of Exhibit Space will be permitted to display or demonstrate its products/services or distribute promotional materials in the exhibit hall, public areas of the center, or in hospitality suites. Any infringement of this rule will result in the prompt removal of the offending persons from the Venue.
- r. **General Regulations.**
  - i. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, or otherwise affixed to any pillars, walls, doors, or other parts of the building.
  - ii. **No helium or mylar balloons will be allowed, nor will any live animals.**

- iii. Exhibitors shall be responsible for damage to property. Exhibitor shall be bound by all applicable federal, state, and local laws, ordinances and regulations, including without limitation all applicable laws, ordinances, rules and regulations pertaining to utility and building codes health, fire prevention, and public safety, and any rules or regulations, including any union labor work rules, of the Exhibition Facility, while participating in the Event. This includes the IAEE Guidelines for Display Rules and Regulations, Freeman Hanging Sign Labor and Equipment Rules & Regulations, Baltimore / Washington Area Union Regulations, Venue Fire and Safety Guidelines, and, if applicable Exhibitor, the Venue Drones/Unmanned Aerial Vehicles Standard Operating Procedures.
- s. **Mandatory Floor Covering:** All exhibitors are required to have a fully installed floor covering (such as carpet, vinyl, or other approved materials) within the boundaries of their booth space. The floor covering must cover the entire area of the booth. Event Host will provide inline Exhibitors 300 sq ft or less with flooring for their Exhibit Space in coordination with the General Services Contractor.
- t. **Noise and Sound.** Exhibitors are strictly prohibited from operating noise-creating devices such as bells, horns, or amplifying systems, which interfere with other displays. Equipment will only be permitted if tuned to a conversational level and not objectionable to neighboring exhibitors or attendees. Equipment that emits excessive noise must be run intermittently for specific demonstrations only to ensure that each Exhibitor has the opportunity to meet and talk with attendees, unimpeded by the excess noise from another Exhibitor. Event Host reserves the right to determine the acceptable sound level for exhibits.
  - i. **The 80/30 Noise and Sound Rule.** Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's Exhibit Space or is clearly identifiable more than 30 feet from the Exhibit Space is considered objectionable. If sound levels become excessive or if Exhibitor fails to reduce the sound level or later turns the volume up, the sound will again be monitored, and Exhibitor will be given a second warning. The third time an exhibit is found to be in violation, all electrical power to that Exhibit Space will be terminated for the remainder of the day. Exhibitor will also incur the expense of reconnecting the electrical service to the Exhibit Space.
  - ii. **Monitoring Decibel Levels.** Event Host will use professional electronic monitoring equipment, which can objectively monitor sound levels at individual Exhibit Spaces. Event Host will advise Exhibitors to adjust their sound systems to be under the predetermined decibel level. Sound levels on the exhibit floor must not exceed 80 decibels.
  - iii. **Cooperation.** Remember that the use of sound systems or public address equipment in Exhibit Spaces is an exception to the rule, not a right. Event Host asks each Exhibitor to monitor their own Exhibit Space site to make sure the sound levels do not infringe upon the rights of neighboring Exhibitors.
- u. **Auxiliary Services & Labor.** Decorating, drapery, furniture rental, drayage, sign painting and labor will be handled by the General Service Contractor. Exhibitor shall provide only the material and equipment that is owned by Exhibitor for use in the Exhibit Space. All other items used in the Exhibit Space are to be provided through arrangements with the General Service Contractor. Payment for services provided to Exhibitor by the General Service Contractor is the responsibility of Exhibitor. All services not ordered in advance must be procured through the Exhibitors' Service Area, which will be maintained in the exhibit hall. Forms for ordering auxiliary services will be contained in the Exhibitors' Service Manual, which will be supplied to Exhibitor approximately sixty (60) days prior to show dates from the General Service Contractor. All labor requirements can be acquired from the General Service Contractor.

- v. **Union Jurisdictions.** Exhibitors must follow and abide by the Baltimore / Washington Area Union Regulations as it relates to the unpacking, erection, assembling, dismantling, and packing of displays and equipment of an exhibiting company.
  - w. **Shipping.** No exhibit freight of any kind, including product, literature, giveaways, pamphlets, information materials, audio/visual equipment, carpeting, etc., shall be transported inside of the main body of a bus (or other vehicle used in a display) in the luggage compartment, on the undercarriage, or in any manner not in compliance with local labor union laws.
  - x. **Storage.** Exhibitors must make arrangements with the General Service Contractor for storage of crates and other packing materials. Combustible materials such as brochures, literature, giveaways, etc., within Exhibit Spaces are limited to a one-day supply. **Nothing may be stored behind Exhibit Spaces.** All packing containers, wrapping material, cardboard boxes, carrying cases, etc., must be stored off the exhibit floor.
  - y. **Security.** Twenty-four-hour security will be provided by Event Host throughout the entire Event, including set-up and teardown days. Any theft is to be reported to security at once. Exhibitor must have adequate insurance in his or her own insurance policies for theft, and be prepared to furnish a certificate of insurance to the Event Host if requested (see section 7, Insurance). Individual Exhibit Space security is available at an additional fee to Exhibitors.
  - z. **Vehicles on Static Display.** Vehicles may not be displayed without the prior written approval of the local public safety department. Any fuel-powered vehicle on static display must have the smallest possible amount of fuel, not more than ¼ of a tank. The gas cap must be locked or sealed by tape; batteries must be disconnected; a drip pan under the vehicle's drive train. One key to the vehicle must remain in the Exhibit Space at all times, so that the vehicle may be removed in the event of fire. **Vehicles may not be started, run or moved during Event hours.**
6. **Non-Liability.** It is expressed, understood, and agreed by each and every contracting Exhibitor, Exhibitor's agents, representatives, employees and guests that neither Event Host, its related persons and entities, including its and their direct and indirect principals, equity holders, managers, directors, employees representatives and/or agents ("**Event Host Persons**") nor the operator of the Venue premises, its agents, or its employees shall be liable for loss of damage to the goods or properties of exhibitors. At all times, such goods and properties remain in the sole possession and custody of each Exhibitor.
- a. Upon signing the Application-Contract, Exhibitor releases and agrees to indemnify and defend Event Host, its managers, officers, members, sponsors, employees, agents and convention center premises, agents or employees and save them harmless from any suit or claim for property damage, personal injury or death by whomsoever sustained, including Exhibitor and its agents, employees, or guests on or about the Exhibitor's Exhibit Space or arising out of Exhibitor's participation in the Event, including such damage or injury resulting in part from the negligence or intentional misconduct of one or more of the aforementioned indemnities and in part due to the negligence or intentional misconduct of the Exhibitor, its agents, employees or guests.

7. **Insurance.** The exhibitor agrees to obtain the following insurance coverage during the dates of the Event, including move-in, move-out days, and be prepared to furnish a certificate of insurance to the Event Host if requested: (a) comprehensive general liability insurance coverage including protective and contractual liability coverage \$1 million per occurrence; (b) worker's compensation/occupational disease coverage in full compliance with federal and state laws; (c) comprehensive general automobile liability insurance covering owned, non-owned, and hired vehicles, including loading/unloading hazards with a combined single limit of \$1 million. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and/or Event Host and shall be written on an occurrence basis by an insurance provider licensed to do business in the District of Columbia. Claims made policies are not acceptable. The comprehensive general liability policy and automobile liability policy required by this agreement must name as additional insureds, Event Host, its officers, directors, members, employees and agents.
  
8. **Event Postponement and/or Cancellation.** Event Host has the right to postpone, shorten, or cancel the Event. In the event of postponement or shortening of the Event, this Agreement shall be deemed valid for the new dates and duration and confers no right on the Applicant to withdraw from the Agreement. If the Event is canceled by Event Host, the Agreement will be terminated with no liability to Event Host except that Event Host shall be obligated to refund fees paid by Applicant, as required by the provisions of force majeure.
  
9. **Force Majeure.**
  - a. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Applicant to make payments to Event Host), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure event(s)**"): (a) acts of God; (b) flood, fire, earthquake, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (h) other similar events beyond the reasonable control of the Impacted Party.
  - b. The Impacted Party shall give notice within three (3) days of the Force Majeure event to the other party, stating the length of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for a period of seven (7) consecutive days following written notice given by it under this section, either party may thereafter terminate this Agreement upon three (3) days' written notice. If Event Host cancels the Event due to a Force Majeure event, it shall refund to Applicant a pro-rata share of any refunds Event Host receives from its subcontractors but shall have no other liability to Applicant for the cancellation. Event Host shall have no obligation to refund or provide any other relief to Applicant if Applicant has withdrawn prior to cancellation of the Event by Event Host.



10. **Reserved Right(s).** Event Host reserves the right to make such additional conditions, rules and regulations as Event Host deems necessary to enhance the success of the Event, and to decline or prohibit or remove any exhibit which, in its judgment, is out of keeping with the character or not in the best interest of the Event or Event Host, this reservation being all-inclusive as to persons, things, printed matter, products, and conduct.
11. **Non-Disparagement.** Exhibitor acknowledges that Event Host Persons (and their respective family members, friends and associates) may include individuals who have highly visible public profiles or who might be or become of significant interest to the public. Without limitation of Exhibitor's other duties and obligations under this Agreement, Exhibitor shall not (and Exhibitor shall ensure that none of its employees shall) at any time during or after the term of this Agreement directly or indirectly publish, communicate or disseminate, or make available to any other person or entity for the purpose of publishing, communicating or disseminating, any information regarding the lives or affairs of such persons. Exhibitor agrees to refrain from publicly or privately taking actions or making statements, written or oral, which might reasonably be expected to denigrate, disparage, ridicule, or defame the goodwill or reputation of the Sponsor or any Sponsor Person.
12. **Change of Dates and Location.** Event Host reserves the right to change the dates and location of this Event. If Event Host exercises this right, it will provide prompt advance notice to Exhibitor of such change. To the extent practicable, Event Host will provide Exhibitor with comparable Exhibit Space in the new location. If Exhibitor opts to cancel its application of Exhibit Space due to such change, Event Host will provide refunds in accordance with the cancellation policy stated above.
13. **Arbitration; Prevailing Party.** Any and all controversies, claims, and disputes arising out of or relating to the Agreement or the breach hereof (including the applicability of this clause), whether based on contract, tort, statute or other legal or equitable theory shall be settled solely by binding arbitration administered by the American Arbitration Association in accordance with its applicable commercial arbitration rules then in effect. The arbitration shall be conducted in the District of Columbia by a sole arbitrator and the award of the arbitrator shall be final and binding, and judgment on the award may be entered, confirmed and enforced in any court having jurisdiction thereof. Except as required by judicial process or by law, no party or arbitrator may disclose the existence, contents or results of any arbitration hereunder without the prior written consent of the Parties. The arbitrator shall award the fees and costs (including attorneys' fees) to the Party whom the arbitrator deems to be the Party most prevailing in the proceeding. Nothing in this clause shall preclude Event Host from seeking interim or provisional injunctive relief, including a preliminary injunction, either prior to or during arbitration, if necessary to protect the interests of the Event Host with respect to matters pertaining to privacy, confidentiality, publicity, and similar matters.
14. **Authority to Sign.**
  - a. By submitting the application for Exhibit Space, the individual submitting acknowledges that he or she (a) has all necessary authority to sign this Application and Agreement on behalf of the Applicant, and (b) have read, understand, and agree to be bound by the provisions of this Agreement, including those set forth in these Terms & Conditions and Rules & Regulations. He or she further acknowledges that the failure to abide by this Agreement, and all incorporated documents, may result in the loss of exhibit privileges without recourse or refund.

- b. COMPLETING AND SUBMITTING THIS APPLICATION IS NOT A GUARANTEE OF EXHIBIT SPACE OR PLACEMENT. NEITHER ACCEPTANCE OF THIS APPLICATION NOR ACCEPTANCE OF INTERIM PAYMENTS OR DEPOSITS BY EVENT HOST SHALL BE CONSTRUED AS ACKNOWLEDGMENT OF PAYMENT IN FULL OR A GUARANTEE OF EXHIBIT SPACE.

- 15. **Assignment.** Event Host may assign this Agreement at any time. Applicant may not assign this Agreement or sell, transfer, assign, or sublet to a third party all or any portion of its Exhibit Space without Event Host's prior written consent.
- 16. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 17. **No Representations or Warranties; Rules and Regulations; Entire Agreement.** Event Host makes no representations or warranties, express or implied, regarding the number, quality, or character of persons who will attend the Event or regarding any other matters. Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Agreement or set forth in the Event Manual are subject to Event Host's sole discretion. Event Host may adopt, amend, or revoke any established rules and regulations from time to time, on reasonable notice to Applicant. Any such rules or regulations, including but not limited to those in the Event Manual or any communication from Event Host to Applicant are hereby incorporated in this Agreement and have the same effect as if set forth herein. This Agreement, including but not limited to the Event Manual and any additional rules or regulations adopted by Event Host, states the entire agreement between the parties and may not be amended without Event Host's written consent.