

# AREMA 2020 *Virtual* CONFERENCE & EXPO

## AREMA 2020 Virtual Conference & Expo ~ Exhibitor Rules & Regulations

### 1. Virtual Expo Dates and Hours (Schedule Subject to Change):

**Sunday, September 13 – Noon – 4:00 PM**

**September 14 – September 17, 9:00 AM – 6:00 PM (ET)**

**Expo Power Hours 4:00 PM – 6:00 PM (ET)**

### 2. Virtual Exhibit Space Rental Rates:

Virtual booth rates are \$1000 for Basic Exhibitor, \$2500 for Standard Exhibitor, \$5000 for Premium Exhibitor. Fee must be paid in full prior to the Virtual Event dates.

### 3. Relocation and Virtual Plan Revisions

AREMA retains the exclusive right to revise the Expo Virtual plan and/or move assigned exhibitors, as necessary.

### 4. Operation of Virtual Exhibits

- Booths must be open to all registrants during all Expo hours. Exhibitors may not limit access to any special group or class.
- All contests, promotions, demonstrations, and literature distribution must be confined to the Exhibitor's contracted booth space.
- Exhibits should include descriptive and educational brochures. Demonstrations are to be straightforward professional and non-combative in nature. Equipment for demonstrations must not pose a safety hazard. Activity and attire of models and demonstrators shall be consistent with professional atmosphere of the Expo. Demonstrations, lectures, or presentations must be conducted by full-time employees of the exhibiting company.
- It is the responsibility of the Exhibitor to receive prior approval from Show Management for any product demonstration or presentation that is not within the standard industry procedures and/or may be questionable in nature.
- AREMA reserves the right to discontinue objectionable presentations that violate laws or rights of other Exhibitors and that may disrupt the Expo until such time as a mutually agreeable presentation may be developed. The Exhibitor waives any rights or claims of damages arising out of the enforcement of this rule.

### 5. Subleasing

Exhibitors may not sublet their virtual 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 the identification shall be limited to the manufacturer's regular nameplate. Exhibitors may not permit non-exhibiting company representatives to operate from their booth. This booth rental is for exclusive use of Exhibitor's company and its' products and services. Rulings of AREMA shall, in all instances, be final regarding use of exhibit space.

### 6. Cancellations or Change of Expo.

**Changes to Dates Venue or Virtual Exhibit Space by AREMA.** AREMA may, in its sole discretion, change the dates and/or the venue for the Virtual Expo upon written notice to the exhibitor, which may be communicated by email. AREMA shall not be liable for any costs, damages, fees or other expenses of exhibitor as a result of any such changes. Additionally, AREMA reserves the right to relocate exhibitor to any exhibit space within the virtual venue at any time. AREMA, at its sole discretion, shall determine if an Exhibitor may be reimbursed for any fees paid or expenses incurred for an exhibitor cancellation resulting from changes made by AREMA as described in this section.

In the event that the platform or system through which the Virtual Expo Hall is to be conducted should fail or become disrupted or unworkable by reason of any cause or causes not reasonably within the control of AREMA or its agents, the Event and/or Expo Hall may be canceled or changed to another option, at the sole discretion of AREMA. AREMA shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of AREMA, including, but not limited to: fire, casualty, flood, epidemic, a World Health Organization travel advisory, earthquake, explosion, acts of terrorism, bioterrorism, biochemical terrorism, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of or curtailment of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, municipal, state or federal laws, or acts of God. Should AREMA terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom.

Refunds in the event of cancellation not within the control of AREMA shall be made to exhibitors in the amount of the original exhibit fees less prorated adjustments based on AREMA costs incurred from staging the Event.

### 7. Cancellation by Exhibitor

The purchase of a virtual booth is non-refundable.

### 8. Limitation of Liability

Exhibitor agrees to make no claim for any reason whatsoever against AREMA, Freeman Decorating for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide virtual exhibit space; nor for failure to hold the Expo as scheduled; nor for any action or omission of AREMA. Exhibitors are solely responsible for their own exhibition material/products and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood that all property of exhibitors is in their care, custody, and control in transit to, or from, or within the confines of the virtual exhibit. AREMA shall bear no responsibility for the safety of the exhibitors, their personnel, employees, agents or representatives or personal property. AREMA is not liable for any loss sustained by the participant as a result of the participants or any third party's failure to access the conference website, or as a result of any breakdowns, software errors, incomplete or inaccurate transfer of information.

### 9. Insurance

All insurance must be separately and specifically endorsed so as to provide that AREMA and Freeman are named as additional insured as to all commercial general liability, commercial automobile liability, and umbrella liability insurance coverage provided under such policy or policies.

### 10. Workers' Compensation

Such insurance shall be in the amounts required by statutory workers' compensation requirements.

### 11. Soliciting

All business activities, circulars, and advertising matter of the exhibitor may be conducted and/or distributed only within the virtual booth(s) assigned to the exhibitor.

### 12. Admission to Expo Hall

Admission policies shall remain, at all times, the prerogative of AREMA and may be revised or amended to suit unforeseen conditions. The exhibiting company is responsible for the actions of its representatives. Misuse of the exhibitor badge system may result in the expulsion of the exhibitor from the Virtual Expo and is considered a violation of the AREMA Rules and Regulations.

### 13. Booth Personnel and Complimentary Registrations

For each virtual exhibit space purchased, the below amount of "Exhibit Only" registrations will be issued. These badges are good for the Virtual Expo area only. All additional employees and representatives of the exhibiting company must register as Conference Attendees. AREMA reserves the right to restrict or limit the number of booth representatives.

Basic Exhibitor - No Complimentary Registrations

Standard Exhibitor- two (2) Complimentary Registrations

Enhanced Exhibitor- four (4) Complimentary Registrations

### 14. Exhibitor Code of Conduct

Each representative of an exhibiting company is expected to conduct himself/herself in a professional manner (see AREMA Events Code of Conduct Policy). Although a spirit of friendly and honest competition is recognized as a valid business practice, the use of deceptive and/or unethical methods to obtain information and/or gain an advantage over a competitor is considered to be a violation of the AREMA Events Code of Conduct. Violation(s) of local and/or Federal laws can result in immediate suspension (without verbal warning) from the Virtual Expo.

### 15. Display

AREMA shall have full authority for approval or arrangement and appearance of items displayed.

### 16. Privacy Policy

Exhibitor has read and agrees to abide by AREMA's privacy policy.

[AREMA Privacy Policy](#)

### 17. Indemnification

Exhibitor agrees to indemnify AREMA, its employees, agents, or representatives against – and hold them harmless for – all claims arising out of the acts of negligence of exhibitor, exhibitor's agents, employees or representatives, and any claims for injury to exhibitor, its employees, agents, representatives, or event attendees.

### 18. Waiver of Rights

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

### 19. Use of the AREMA Name/Endorsements

Participation by an exhibitor in the AREMA Virtual Conference & Expo does not entitle the Exhibitor to use the name of AREMA or The American Railway and Maintenance-of-Way Association other than reference to the Exhibitor's participation as an exhibitor in the event. Participation at AREMA does not imply endorsement or approval by

AREMA of a product, service, or participant and none shall be claimed by a participant. The Exhibitor may not therefore, state or imply either verbally, or in printed literature, that his or her product or service is approved, endorsed, or recommended by AREMA.

**20. Use of Music**

An exhibitor who uses copyrighted music as part of, or in conjunction with, any junction connected with this Conference & Expo, shall be subject to the payment of music licensing fees.

**21. Governing Law. Forum Selection.** This agreement is deemed to be entered into in the State of Maryland and subject to the laws of Maryland without regard to its conflict of law principles. Exhibitor consents to the jurisdiction of the state and federal courts of the State of Maryland for the resolution of all disputes and claims arising in connection with this Agreement.

**22. Agreement to Regulations**

Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitor Contract, and by any amendments and additional rules that may be put into effect by AREMA. By signing the Exhibitor application, each company states that the rules and regulations herein have been read and will be adhered to by all exhibiting personnel.

**23. Entire Agreement.** This agreement contains the entire agreement between AREMA and the Exhibitor and may not be changed or amended without the written consent of both parties. This Agreement supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

**24. Amendment and Addition Rules**

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