

Career Fair Terms and Conditions

BINDING EMPLOYER TERMS AND CONDITIONS

The Employer Application (the "Application") and Confirmation of acceptance of that Application constitute a contract between the Employer, and the National Academy of Sciences on behalf of the Transportation Research Board (referred to herein as "TRB"), regarding the Employer's table in the Career Fair, which will be at the TRB 104th Annual Meeting (referred to herein as "Meeting"), January 5–9, 2025, in Washington, DC. By applying for a table in the Career Fair, the Employer agrees to adhere to and be bound by all terms outlined in these Terms and Conditions, which are incorporated in the Application as if fully set out therein. Any violation of the Terms and Conditions could subject the Employer to one or more of the following at the discretion of TRB: Suspension of future participation privileges or expulsion from the current Career Fair. In the event of any such actions, Employer acknowledges and agrees that TRB is not liable to Employer for any refunds of fees for its table or for any of the Employer's other expenses related to their participation in the Career Fair.

NATURE OF THE CAREER FAIR

Employer affirms that their participation in the Career Fair is for the sole purpose of meeting with job candidates to consider them for employment in the Employer's organization. Employer shall not use its table for the purpose of promoting the sale of Employer's products or services to Meeting attendees. Employer shall not sublet its table, nor any part thereof, to any other organization, nor shall Employer solicit candidates for jobs at any organization other than its own.

LOCATION, DATE, AND TIME OF CAREER FAIR

The Career Fair will be in Exhibit Hall A (the "Room") in the Walter E. Washington Convention Center, Washington, DC (the "Facility"). It will be open on Sunday, January 5, 2025, from 10:00 AM to 2:00 PM. The Employer may enter the Room to set up no sooner than 8:00 AM and may remain in the room no later than 30 minutes after the closing time.

ITEMS INCLUDED WITH CAREER FAIR TABLE

In consideration of the fee paid by the Employer for a table in the Career Fair, TRB will provide Employer with use of one 6' draped table, two chairs, and an 8' wide x 4' high poster board, which will be located approximately 4' behind the table. TRB also will list the employer and its table location in the mobile app for the Meeting. If the Employer contracts its table by November 1, 2024, TRB also will list the Employer in the printed program.

REGISTRATION FOR EMPLOYER'S STAFF

Employer's representatives in the Career Fair must be registered as attendees of the 2025 TRB Annual Meeting and must wear their registration badges at all times. TRB will provide Employer with two (2) unique "promo codes" that may be used to obtain two complimentary One-Day Sunday-Only registrations that provide access to all non-ticketed events at the Meeting (including the Career Fair) on Sunday, January 5, 2025. The coupon codes are valid only if used for online registration at <u>www.trb.org/AnnualMeeting/Registration.aspx</u>. Each coupon code may be used only once, and lost coupon codes cannot be replaced. Promo codes cannot be used for onsite registration.

USE OF SPACE

Employer shall confine its activities to the area between its poster and its table. Employer may attach (using push pins) printed materials to the poster board. Any boxes must be stored under the table drape, so as to present a neat appearance. Display materials are not permitted on the floor, except that Employer may place *one* "roll up" display (not to exceed one meter in length and two meters in height) next to its poster. *Any other "pop-up" backdrops are expressly prohibited!* With the exception of a laptop computer or tablet, no electronic equipment is permitted in the Employer's area. Music and electrically produced sound is prohibited. Electric lights are prohibited. Employer shall not remove from the poster board the 3" x 3" card containing the number that identifies the poster board's location.

MATERIAL HANDLING

Employer may bring its own materials into the Career Fair, provided such materials can be hand carried by one person in one trip, without the use of carts, hand trucks, or any other equipment. If the Employer has more material than can be hand carried by one person in one trip, it must hire materials-handling services from Hargrove, the official general contractor for the Meeting. These services enable the Employer to ship materials to Hargrove, and to have them delivered directly to the Employer's table. If the Employer also is an exhibitor, it may ship Career Fair materials to its own exhibit booth, and then either hand carry them into the Career Fair (which is on a different floor from the exhibits) or hire Hargrove to move them.

EMPLOYER RESPONSIBILITY FOR PROFESSIONAL CONDUCT

The Employer must have personnel present at its table during all Career Fair hours. It is the responsibility of the Employer to ensure that all of its representatives are aware of, and adhere to, these Terms and Conditions, and conduct themselves in a professional manner. TRB reserves the right to restrict or limit the number of Employer representatives in the Career Fair. Any Employer representatives conducting themselves in a manner deemed by TRB to be unprofessional may be asked to leave the Career Fair.

DOOR DROPS

Distribution of materials to attendees via hotel "door drops" is prohibited.

TRB LOGO AND USE OF TRB ANNUAL MEETING GRAPHIC

Except as indicated in this paragraph, the use of any names and/or logos belonging to TRB is strictly prohibited.

The TRB Annual Meeting Graphic (pictured on page 1) is available for use by the Employer, subject to written approval by TRB. Contact ExpoContracts@spargoinc.com for artwork (just specify your preferred width, in pixels). A final copy of any item bearing the graphic must be submitted for approval to ExpoContracts@spargoinc.com. The Employer must clearly state on any item bearing the graphic that they are participating in the Career Fair at the TRB Annual Meeting. Any use must not imply or infer that the Employer is representing TRB or that any partnership exists with TRB, or that TRB endorses the Employer and/or its products or services. The graphic may not be altered in any way. The graphic may not be used as a header for a web page or document.

PHOTOGRAPHY / RECORDING BY EMPLOYERS

The Employer's employees, representatives, and agents may not photograph, video-record, or audio-record any Meeting attendees, events, exhibits, or other employers' tables.

PHOTOGRAPHY / RECORDING OF EMPLOYERS' IMAGES

The Employer agrees that the voices and likenesses of its employees, representatives, and agents may be photographed or recorded by TRB or its agents for use in any media now known or hereafter devised in perpetuity, and hereby releases TRB from any liability due to such usage.

ELECTRICITY

TRB does not provide electricity for employer tables.

RESPONSIBILITY FOR PROPERTY

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

PAYMENTS

The schedule of payments is as follows. Failure to make payments does not release the Employer's contracted or financial obligations.

- If Application is submitted on or before September 12, 2024, a 50% deposit is due with the Application, and the balance is due by September 13, 2024.
- If Application is submitted on or after September 13, 2024, a 100% deposit is due with the Application.

CANCELLATION

Any cancellation must be submitted to TRB in writing. If Employer should cancel its presentation, Employer shall, within 10 days of cancellation, pay TRB the following percentage of the fee, as liquidated damages and not as a penalty, based on the date cancellation is received:

- On or before September 12, 2024 50%
- On or after September 13, 2024 100%

INDEMNIFICATION

To the extent permissible by law, the Employer shall indemnify and hold harmless the National Academy of Sciences and its officers, directors, agents, and employees; Spargo, Inc.; Hargrove, Inc., 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 Employer, its employees, agents, contractors, members, 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 TRB.

DAMAGE TO FACILITY

Employer is liable for any damage caused by Employer, Employer's agents, employees, or representatives to building floors, walls, or columns. Employer shall not apply paint, lacquer, adhesive, or other coatings to building columns, floors or walls, or furniture contained in the Walter E. Washington Convention Center.

RELOCATION AND FLOOR PLAN REVISIONS

TRB retains the exclusive right to revise the Career Fair floor plan and/or to change Employer's table assignment at TRB's sole discretion.

NO SMOKING OR VAPING

The use of tobacco products is prohibited in the Walter E. Washington Convention Center.

OCCUPANCY DEFAULT

If Employer fails to occupy its contracted table, Employer shall not be relieved of the obligation of paying the full rental charge of such table.

PROHIBITED ITEMS

The following are expressly prohibited in the Facility: Flammable or non-flammable compressed gases, helium-filled balloons, live animal (except service dogs), birdseed, glitter, confetti, adhesive-backed decals, open flames, flammable or combustible liquids/materials, hazardous chemicals and materials, explosives, blasting agents, and any other materials prohibited by law or by the Walter E. Washington Convention Center. Employer assumes full responsibility for any costs or liabilities resulting from Employer's failure to comply with these prohibitions.

ELEGIBILITY

TRB has the sole right to determine the eligibility of any organization for inclusion in the Career Fair.

COMPLIANCE WITH OTHER APPLICABLE REQUIREMENTS

The Employer agrees that it shall comply with all applicable Federal and District of Columbia laws and regulations, and with all Washington Convention Center Authority rules, policies, and procedures.

GIVEAWAYS AND DRAWINGS

Giveaways are permitted to the extent such giveaways are professional and small in nature and do not exceed a value of \$20 each. Drawings and other games of chance are prohibited in the Career Fair.

PROHIBITED PRACTICES

Without limitation of the foregoing, the following are prohibited practices:

- Use of any space outside of the 8" x 8" area between the Employer's table and poster
- Distribution of materials or literature for any organization other than Employer's
- Distribution of materials or literature to promote specific products or services to Meeting attendees
- Use of entertainment or music
- Use of "pop up" backdrops (except for *one* one-meter-wide roll-up display)
- Use of drawings, contests, lotteries, raffles, or other games of chance
- Giveaways valued at more than \$20 each

INFECTIOUS DISEASES

Employer acknowledges that a risk of exposure to infectious diseases (such as COVID-19) exists in any event or public space, including the TRB Annual Meeting. Exhibitor agrees to comply with all TRB policies regarding public safety, including any requirements for vaccination or protective masks that may be instituted in response to an epidemic (such as COVID-19). TRB reserves the right to deny entry, without refund, to any of Exhibitor's representatives who do not comply.

AMENDMENT AND ADDITIONAL RULES

Any matters not specifically covered by the preceding Terms and Conditions shall be subject solely to the decision of TRB. At any time, TRB may amend or add to these Terms and Conditions, and all such amendments and/or additions shall be binding on the Employer.

Updated 4/24/2024