2020 Ocean Sciences Meeting General Rules and Regulations

February 18-20, 2020 • San Diego Convention Center • San Diego, CA

The American Geophysical Union (AGU), its authorized representatives, and SPARGO, Inc. are hereinafter referred to as "Show Management."

PAYMENT AND REFUNDS Applications submitted on or before October 18, 2019 must be accompanied by a deposit payment in the amount of 50% of the total cost of booth space requested. Applications received without such payment will not be processed nor will space assignment be made. The balance of the space rental charge will become due and payable after October 18, 2019. Applications submitted after October 18, 2019 must be accompanied by payment IN FULL of the space rental charges. Applications received without such payment will not be processed nor will space assignments be made. Booths cancelled on or before October 18, 2019 are subject to a 25% cancelation fee of total exhibit space amount. Refunds are non-transferable. Cancellations after October 18, 2019 are subject to a 100% cancelation fee of total exhibit space amount. It is expressly agreed by the exhibitor that in the event he fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by him for his space reservation, regardless of whether or not the Show Management enters into a further lease for the space involved. In the event that the premises in which the Exhibition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of AGU or its agents, the Exhibition may be canceled or moved to another appropriate location, at the sole discretion of AGU. AGU 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 AGU. Causes for such action beyond the control of AGU shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the San Diego Convention Center, municipal, state or federal laws, or acts of God. Should AGU terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising there from. Refunds of "Paid Exhibit Space Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of AGU and in any case, will not exceed the amount of each exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by AGU through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

SPACE RENTAL AND ASSIGNMENT OF LOCATION. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor.
SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.

ELIGIBILITY. AGU has the sole right to determine the eligibility of any company or product for inclusion in the Exhibition

USE OF SPACE, SUBLETTING OF SPACE. No exhibitor shall assign, sublet, or share the space allotted with another business or company unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted.
Exhibitors must show only goods manufactured or dealt by them in the regular course of business. Should an article of non-exhibiting company be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No company or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

OPERATION OF DISPLAYS. Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit, which, because of noise, flashing lights, method of operation, display of unsuitable material, are determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so-called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Direct Sales. On-site sales are permitted. Federal law permits exhibitors to sell exhibit materials at their booths throughout the meeting; however, each exhibitor is responsible for complying with state and local tax regulations. All exhibitors conducting sales transactions must obtain a sales license/tax permit. More info at http://boe.ca.gov/info/reg.htm.

Giveaways, Prize Drawings, Other Promotions. Samples, catalogs, pamphlets, souvenirs, drawings, awards for signing their names, or other promotions (collectively referred to as "Promotions") may be distributed or provided, as applicable, by Exhibitors and booth personnel within their booth. Exhibitors interested in such Promotions must submit their intention in writing and receive written approval from AGU prior to publishing ads or any other notice of such Promotions. Signs showing price of Promotions must not be displayed. Exhibitor shall ensure that any Promotions shall be conducted in accordance with applicable law and that any individuals involved in the offering, distribution, or provision of the Promotions are duly licensed or authorized as required by applicable law. Exhibitor shall not represent or otherwise suggest to Exhibition attendees that AGU is sponsoring or otherwise participating in the Promotions. If required by AGU, Exhibitor shall obtain a written release, the form and content which shall be approved by AGU, whereby an Exhibition attendee who participates in Exhibitor's Promotions releases AGU from any and all liability in connection with their participation in and receipt of the Promotions.

Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor's booth space. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Live Animals. Live animals are prohibited.

Models. Booth representatives, including models or demonstrators, must be properly and modestly clothed. Excessively revealing attire is prohibited.

Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens.

Copyright Licensing. Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless AGU, Show Management, and facility against cost, expense, or liability which may be incident to, arise out of or be caused by Exhibitor's failure to obtain requisite license.

EXHIBITORS AUTHORIZED REPRESENTATIVE. Each exhibitor must name one person to be his representative in connection with installation, operation and removal of the company's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative/s being in attendance throughout all exposition periods; and this representative/s shall be responsible for keeping the exhibit neat, manned and orderly at all times.
For their own safety and protection, children sixteen (16) years of age and under will not be admitted to the exhibit halls during installation and dismantling. During show hours, anyone under the age of 16 must be supervised by an adult at all times.

INSTALLING, EXHIBITING, DISMANTLING. Hours and dates for installing, exhibiting, and dismantling shall be those specified by AGU. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibition before the specified conclusion of the dismantling period set by AGU.

ARRANGEMENT OF EXHIBITS. Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard

equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. End-cap and peninsula booth arrangements are not permitted. Booth construction plans and layout arrangements for first-time exhibitors, exhibits in island booth spaces, or involving other unusual construction features, must be submitted for approval upon request by AGU management.

UNION LABOR. Exhibitor shall employ only union labor, as made available by official contractors in the setting up and dismantling of the exhibits and in the operations when required by union agreements. Exhibitors planning to build special displays should employ union display companies in their fabrication, carpentry and electrical work.

ELECTRICAL SAFETY. All wiring on booths or display fixtures must meet underwriters' rules and standard fire department inspection. This applies to booth construction only and not to pre-wired radio and electronic equipment.

FLOOR LOADING. Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications

DAMAGE TO PROPERTY. Exhibitor is liable for any damage caused by exhibitor, exhibitor's agents, employees or representatives to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment.

RELOCATION AND FLOOR PLAN REVISIONS. AGU retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

DISPLAY. AGU shall have full authority for approval or arrangement and appearance of items displayed. AGU may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to AGU for the costs that may evolve upon exhibitor thereby. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished at 5 pm the day before the scheduled opening of the show, AGU may authorize the official decorator to complete the necessary finish and the exhibitor must pay all charges involved thereby. Displays and demonstrations are limited to the confines of an exhibitor's own booth, as is the distribution of literature or other items.

HEIGHT AND NON-BLOCKING REGULATIONS. All exhibit display construction design must conform to the regulations set forth in the "HEIGHT AND NON-BLOCKING RULES," a copy of which is supplied to each exhibitor in the Exhibitor Service Manual. "HEIGHT AND NON-BLOCKING RULES" provides details as to what is allowed for exhibitor's booth so as to enable use of the space without detriment to neighboring exhibitors or the Exhibition.

ALCOHOLIC BEVERAGES. The dispensing, distribution or use of alcoholic beverages in the Exhibition hall is prohibited without the expressed prior approval of AGU.

BOOTH FLOOR COVERING. AGU requires all exhibitors to provide floor covering of their entire booth space at their own expense.

SOCIAL ACTIVITIES. Exhibitor agrees to receive written permission from Show Management before hosting hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management.

LIMITATION OF LIABILITY. Exhibitor agrees to make no claim for any reason whatsoever against AGU, its employees, agents, or representatives 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 exhibit space; nor for failure to hold the Exhibition as scheduled; nor for any action or omission of AGU. The exhibitor is solely responsible for his own exhibition material and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within the confines of the exhibit hall. AGU shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents, representatives or personal property. Exhibitors shall, at their sole cost and expense, procure and maintain through the term of this contract, the following insurance: Comprehensive General Liability insurance with limits not less than $1,000,000 including Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all laws covering the exhibitor's employees. Proof of such insurance shall be provided to AGU or its agent or representative upon request.

INDEMNIFICATION. Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

PROPERTY DAMAGE. Neither Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

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

AMERICANS WITH DISABILITIES ACT. Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless AGU, Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

OTHER REGULATIONS. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. **THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**

AGREEMENT TO RULES. 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 Exhibitors Manual, and by any amendments and additional rules that may be put into effect by AGU.

AMENDMENT AND ADDITIONAL RULES. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of AGU. AGU may, at any time, amend or add to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations