

Transportation Research Board 97th Annual Meeting

January 7–11, 2018 • Washington, D.C.

Job 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 TRB 2018 Job Fair (referred to herein as "Job Fair"), which will be at the 2018 TRB Annual Meeting (referred to herein as "Meeting"), January 7-11, 2018, in Washington, DC. By applying for a table in the Job Fair, the Employer agrees to adhere to all terms outlined in these Terms and Conditions, which are incorporated in the Application as if fully set out therein. The Employer and its agents shall be bound by these Terms and Conditions. Submission of an Application constitutes acceptance by the Employer of these Terms and Conditions. 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 Job 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 Job Fair.

Nature of the Job Fair

Employer affirms that their participation in the Job 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 Job Fair

The Job Fair shall be located in Exhibit Hall E (the "Room") in the Walter E. Washington Convention Center, Washington, DC (the "Facility"). The Job Fair shall be open on Sunday, January 7, 2017, from 10:00 a.m. to 2:00 p.m. The Employer may enter the Room to set up no sooner than two hours prior to the opening time, and may remain in the room no later than 30 minutes after the closing time.

Items Included with Job Fair Table

In consideration of the fee paid by the Employer for a table in the Job 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. The floor is carpeted. TRB shall provide Employer with two (2) complimentary One-Day Sunday-Only registrations, which provide access to all non-ticketed Meeting events (including the Job Fair) on Sunday, January 7, 2018. TRB also will list the employer and its table location in the mobile app and on the website for the Meeting. If the Employer contracts its table by October 1, 2017, TRB also will list the employer in the printed program book for the Meeting.

Use of Space

Employer shall confine its activities to the area between its poster and its table. Employer may attach (using push pins) posters or papers 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 3' in length and 8' in height) next to its poster. 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

The Employer must hand carry into the Room any materials to be used at the Employer's Job Fair table. Neither TRB nor the general contractor for the Meeting will provide freight handling services for the Job Fair. The Facility cannot accept any shipments for the Job Fair. The Employer shall not use the loading dock of the Facility, nor shall the Employer bring anything into the Facility that requires the use of wheels. If the Employer also is an exhibitor, they may ship their Job Fair materials to their exhibit booth, and then hand carry them into the Job Fair from there.

Meeting Registration

The Employer's representatives in the Job Fair must be registered as attendees of the 2018 TRB Annual Meeting. TRB shall provide Employer with two (2) complimentary One-Day Sunday-Only registrations, which provide access to all non-ticketed Meeting events (including the Job Fair) on Sunday, January 7, 2018. To obtain additional Meeting registrations, please use the following link, which will be open in September, 2017:

http://www.TRB.org/AnnualMeeting/Registration.aspx. Employer's representatives shall wear identification badges furnished by TRB at all times while they are in the Job Fair area. Placement of business cards over official TRB badges or in any way altering the badge is prohibited.

Employer Responsibility for Professional Conduct

The Employer must have personnel present at its table during all Job 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 Job Fair. Any Employer representatives conducting themselves in a manner not deemed to be professional by TRB staff may be asked to leave the Job Fair.

Door Drops

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

TRB Logo and Use of TRB Annual Meeting Logos

Except as indicated in the paragraph below, the use of any names and/or logos belonging to TRB is strictly prohibited. The "TRB Annual Meeting" Logo (pictured below) is available for use by the Employer, subject to written approval by TRB. Contact exhibitcontracts@spargoinc.com for artwork (just specify your preferred width, in pixels). A final copy of any item bearing the TRB Annual Meeting Logo must be submitted for approval to exhibitcontracts@spargoinc.com. The Employer must clearly state on any Employer item bearing the TRB Annual Meeting logo that they are participating in the Job 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 logo may not be altered in any way. The logo may not be used as a header for a web page or document.



The "TRB Annual Meeting" Logo

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. If Employer wishes to obtain electricity for its table, it must order and pay for the electricity directly from Hi Tech Electric, the exclusive electricity provider in the Walter E. Washington Convention Center. TRB will provide Employer with the necessary order form upon request. All wiring must meet underwriters' rules and standard fire department inspection. Electricity shall be used only for computers or tablets. Lighting and any electrical devices other than a laptop or tablet are prohibited.

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.

Indemnification

To the extent permissible by law, the Employer shall indemnify and hold harmless TRB and its officers, directors, agents and employees; Spargo, 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.

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 Job Fair floor plan and/or to change Employer's table assignment at TRB's sold discretion.

No Smoking

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

Children

Minors under the age of 18 are not permitted in the Job Fair unless approved by TRB.

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.

Eliaibility

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

Compliance with Other Applicable Requirements

The Employer agrees that it shall comply with all applicable laws and regulations. The Employer further acknowledges and agrees that it has reviewed and shall comply with all Washington Convention Center Authority rules, policies, and procedures set out in the Convention Center Event Planning Guide at the following link: http://www.dcconvention.com/Attachments/Convention-Center/WCSA-EPG-spreads.aspx, which is incorporated in these Terms and Conditions as if fully set out herein.

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
- Use of games, contests, lotteries, raffles, drawings, and other games of chance.
- Distribution of "giveaways" or other gifts

Amendment and Additional Rules

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

Updated 4/12/2017