



# Exhibitor Terms and Conditions

***Binding Exhibitor Terms and Conditions***

The Exhibit Booth Application (the “Application”) and Confirmation of acceptance of that Application constitute a contract between the Exhibitor, and the National Academy of Sciences on behalf of the Transportation Research Board (referred to herein as “TRB”), regarding the Exhibitor’s use of exhibit space at the TRB 99<sup>th</sup> Annual Meeting (herein referred to as the “Exposition”), January 12–16, 2020. By applying for exhibit space, the Exhibitor agrees to be bound by and adhere to all terms outlined in these Terms and Conditions, which are incorporated in the Application as if fully set out therein, as well as all instructions outlined in the Exhibitor Service Kit. Any violation of the Terms and Conditions could subject the Exhibitor to one or more of the following at the discretion of TRB: Loss of priority points for future TRB Annual Meeting booth selection, suspension of future participation privileges, or expulsion from the current Exhibit. In the event of any such actions, Exhibitor acknowledges and agrees that TRB is not liable to Exhibitor for any refunds of booth fees or for any of the Exhibitor’s other expenses related to their participation in the Exhibit.

***Nature of the Exposition***

The TRB Exhibit Program is intended to educate attendees of the TRB Annual Meeting by providing information about products and services of professional interest to those attendees. Exhibit booths are limited to organizations and agencies whose exhibits are consistent with the purpose of TRB’s Exhibit Program.

***On-Site Sales***

Exhibitor information and materials must be educational, professional, or instructional. Exhibitor may not engage in “over-the-counter” sales of goods or services for onsite delivery or in the taking of orders or exchange of cash, checks, or credit cards for delivery at a later date.

***Location of Exposition***

The exhibit space shall be located in the Walter E. Washington Convention Center, Washington, DC (the “Facility”).

***Payments and Cancellation***

If Application is submitted prior to September 13, 2019, a 50% deposit is due with the Application, and the balance is due by September 13, 2019. If Application is submitted on or after September 13, 2019, a 100% deposit is due with the Application. Failure to make payments does not release the Exhibitor’s contracted or financial obligations.

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

On or before March 15, 2019.....	0% of contracted fee
March 16 to September 13, 2019.....	50% of contracted fee
After September 13, 2019.....	100% of contracted fee

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***Giveaways and Drawings***

Giveaways are permitted to the extent such giveaways are professional and small in nature. Value shall not exceed \$20 per item. Drawings may be permitted, subject to the prior written approval of TRB. When permitted, there shall be not more than one drawing per day; no charge may be made for entry into the drawing; and the value of prizes given away shall not exceed \$100.

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***Exhibitor Responsibility for Professional Conduct***

The Exhibitor must have personnel present in its booth during all show hours. It is the responsibility of the Exhibitor to ensure that all of its representatives are aware of, and adhere to, these Terms and Conditions, and conduct themselves in a professional manner. All representatives of the Exhibitor must be registered as meeting attendees. Exhibitor's representatives shall wear identification badges furnished by TRB at all times while they are in the Exhibit area. Placement of business cards over official TRB badges or in any way altering the badge is prohibited. TRB reserves the right to restrict or limit the number of Exhibit representatives. Any Exhibitor representatives conducting themselves in a manner not deemed to be professional by TRB staff may be asked to leave the Exhibit Hall. The appearance and attire of any human models must be professional at all times.

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***Food & Beverage***

Food and beverage distribution must be approved by TRB ([exhibitcontracts@spargoinc.com](mailto:exhibitcontracts@spargoinc.com)) and must be arranged with Aramark, the exclusive catering provider for the Walter E. Washington Convention Center.

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***Door Drops***

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

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***Exhibitor Housing***

The TRB Housing Bureau manages all hotel reservations for the TRB Annual Meeting. Blocks of rooms have been reserved for attendees and exhibitors. The Exhibitor may request up to five (5) rooms per 100 square feet of exhibit space until November 18, 2019, or until sold out. The Exhibitor must submit guest names and credit card guarantees by November 25, 2019. The Exhibitor, its employees, and its agents shall not negotiate blocks of hotel rooms directly with TRB participating hotels.

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***Exhibitor Badging***

The Exhibitor is entitled to one (1) complimentary Full-Access Exhibitor badge and up to four (4) complimentary Exhibitor Booth Staff badges per 100 square feet of space contracted. Additional Exhibitor Booth Staff badges will be available for purchase. The Full-Access Exhibitor badge provides admittance into the exhibit hall plus all non-ticketed workshops, sessions, meetings, and events. The Exhibitor Booth Staff badge provides admittance into the exhibit hall only. The Exhibitor may request badges for its representatives via the online Exhibitor Portal, which opens in July of 2019. Links to the portal will be included in the Exhibit Confirmation email and on the TRB Annual Meeting exhibit website.

To obtain Annual Meeting Full Attendee Registration for individuals, please use this link, which will be available in September, 2019: <http://www.TRB.org/AnnualMeeting/Registration.aspx>.

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***Complimentary Exhibits-Only Registrations***

The Exhibitor shall have the opportunity to provide complimentary Exhibits-Only registrations to ten (10) guests who do not plan to attend the full Annual Meeting. These registrations, which normally sell for \$50, provide access to the Exhibit hall for one day only, on Sunday, Monday, or Tuesday. Exhibitor must follow the instructions in the Exhibitor Portal to issue invitations for these comp registrations.

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***Booth Carpet***

Exhibitor shall provide carpeting for Exhibitor's booth. (Floors are concrete.) Exhibitor has the option to use its own carpet or rent carpet from the official show contractor, Hargrove, Inc.

## ***Hospitality Suites***

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Only confirmed exhibitors and Annual Meeting Patrons are eligible to reserve hotel suites in the Marriott Marquis for hospitality purposes. The Exhibitor shall not reserve hospitality suites directly with the hotel. The Exhibitor must make reservations for any hospitality suites via TRB's Housing Bureau. The Housing Bureau will send confirmations and will include the tentative suite number. The suite number is based upon availability at the time of check-in and is subject to change.

Suites may not be open prior to 6:00 AM or after 10:00 PM each day. In addition, suites are limited to no more than 20 people during the hours of 8:00 AM to 5:30 PM on Monday through Wednesday.

Once the suite is reserved, the Exhibitor must make arrangements directly with the hotel for food and beverage service. The Hotel will contact the Exhibitor in early December to confirm logistical arrangements. Also, at that time, we recommend that you ask the hotel to include the name of your function and suite number on the hotel's "reader board." The Exhibitor shall not place signs anywhere in the hotel, except they may place one sign immediately outside their hospitality suite in accordance with the Hotel's rules. The Exhibitor is not permitted to display equipment or products or to conduct product demonstrations in suites or guest rooms during the TRB Annual Meeting. The Exhibitor can request Hospitality Suites via the online Exhibitor Portal, which opens in July of 2019. The link for the portal will be in the Exhibitor's booth confirmation, and on the TRB Annual Meeting exhibit website.

## ***TRB Logo and Use of TRB Annual Meeting Graphic***

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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 graphic" (pictured below) is available for use by the Exhibitor, subject to written approval by TRB. Contact [exhibitcontracts@spargoinc.com](mailto:exhibitcontracts@spargoinc.com) for artwork (just specify your preferred width, in pixels). A final copy of any item bearing the TRB Annual Meeting graphic must be submitted for approval to [exhibitcontracts@spargoinc.com](mailto:exhibitcontracts@spargoinc.com). The Exhibitor must clearly state on any item bearing the graphic that they are an exhibitor at the TRB Annual Meeting. Any use must not imply or infer that the Exhibitor is representing TRB or that any partnership exists with TRB, or that TRB endorses the Exhibitor 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.



TRB Annual Meeting graphic (version 1)



TRB Annual Meeting graphic (version 2)

## ***Photography/ Recording by Exhibitors***

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The Exhibitor's employees, representatives, and agents may not photograph, video-record, or audio-record any other exhibit or Annual Meeting events, except with the written permission of the TRB and the representative of any exhibit being photographed/recorded.

## ***Photography/ Recording of Exhibitors' Images***

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The Exhibitor 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.

## ***Americans with Disabilities Act***

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The Exhibitor shall be solely responsible for complying with the Americans with Disabilities Act (ADA) with regard to its Exhibit space, and shall be responsible for any claims arising out of the acts or omissions of Exhibitor or its employees or agents.

### ***Safety–Fire Codes***

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The Exhibitor is responsible for knowledge of, and compliance with, all union requirements and fire and safety codes.

- All Exhibit decorations must be flame-proofed, and all hangings must clear the floor.
- 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 electronic equipment.
- Exhibitor shall not use flammable fluids or materials of any nature, including any decorative materials prohibited by national, state, or city fire regulations.

### ***General Contractor Labor***

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Where mandated, Exhibitor must use union contracted labor to assist with Exhibitor's installation and dismantling of exhibits.

### ***Insurance and Liability***

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

### ***Exhibitor Insurance***

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*To the extent permissible by Law, the Exhibitor shall, at its sole cost and expense, procure, and maintain comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than a minimum of \$1,000,000 per occurrence and a minimum of \$2,000,000 aggregate coverage. Such insurance shall name National Academy of Sciences; Spargo, Inc.; Hargrove, Inc.; Washington Convention and Sports Authority, its Board of Directors, officers, and employees; and the Government of the District of Columbia each as an additional insured. The Exhibitor also shall maintain statutory Workers' Compensation insurance. All property of the Exhibitor shall remain under its custody and control in transit to and from the confines of the Exhibit space. TRB reserves the right to cancel this Exhibitor Agreement if Exhibitor does not provide evidence of the required insurance coverage, in the form of a Certificate of Liability Insurance (Acord 25) signed by an authorized representative of the insurer(s), to Spargo, Inc., as soon as practical, but in no event more than three (3) calendar days after request, time being of the essence.*

### ***Indemnification***

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To the extent permissible by law, the Exhibitor shall indemnify and hold harmless National Academy of Sciences, Spargo, Inc., Hargrove, Inc., the Washington Convention and Sports Authority, and the Government of the District of Columbia; and their respective officers, directors, agents, and employees; 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 Exhibitor, 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.

### ***Contractor Liability and Insurance***

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Exhibitor shall disclose to TRB the name and address of each contractor or consultant retained by the Exhibitor, and each such contractor or consultant shall be responsible for, and shall hold harmless and indemnify TRB, its officers and employees from and against all claims for bodily injury and property damage. The Exhibitor shall cause each such contractor or consultant to execute and deliver to the TRB a liability statement, under which each contractor or consultant shall be responsible for, and shall hold harmless and indemnify TRB, its officers and employees from and against all claims for personal injury or property damage arising out of such contractor's acts or omissions in connection with the Event.

## **Waiver of Rights**

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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**

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

## **Responsibility for Property**

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TRB; Spargo, Inc.; the Walter E. Washington Convention Center; and Hargrove, Inc.; are not responsible for loss or damage to Exhibitor's property. It is the Exhibitor's responsibility to insure its property and personal items.

## **Display Rules**

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### **Display**

The arrangement and appearance of items displayed are subject to approval by TRB. TRB may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to TRB for the costs that may evolve upon Exhibitor thereby.

### **Use of Space**

Displays and demonstrations are limited to the confines of the Exhibitor's own booth, as is the distribution of literature or other items.

### **Relocation and Floor Plan Revisions**

TRB retains the exclusive right to revise the Exhibition floor plan and/or to change Exhibitor's booth assignment at TRB's sole discretion.

### **Height Restriction for Standard In-Line Booth**

A standard in-line booth is one (10' x 10') or two booths (10' x 20') in a straight line. Exhibit fixtures, components, floral presentations, identification signs, and/or anything else in a standard in-line booth shall not exceed a maximum height of 8' in the back 5' of the booth, nor shall they exceed a maximum height of 4' in the front 5' of the exhibit booth. Structures designed for holding computers, monitors, televisions, video screens, or similar display elements, signs, etc., shall not be placed in the front 5' of the exhibit booth. Signage shall not be hung from the ceiling above in-line booths.

### **Height Restriction for Island Booth**

An island booth is an exhibit space that is surrounded on all four sides by aisles. The entire cubic content of an island booth may be used up to the maximum allowable height of 20'. Any signage hanging from the ceiling must be located inside the dimensions of the booth, and the top of such signage must be no more than 20' above the floor.

### **End-Cap-Draping**

Exhibitor must drape off any portion of its exhibit that has visible unfinished sides or backs exposed (e.g., metal grid behind pop-up displays) three hours prior to the opening of the Exhibition. After this deadline, TRB reserves the right to direct the draping of any unsightly areas at the Exhibitor's expense. Exhibitor may contact Hargrove, Inc., to arrange for end-cap draping.

### **Obstruction of Aisles or Booths**

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to other exhibitors' booths is prohibited.

**Canopies and Ceilings**

Canopies, including ceilings, umbrellas and canopy frames, shall comply with all booth-height restrictions. The base of any canopy shall not be lower than seven feet (7') from the floor, nor shall it be within five feet (5') of any aisle. Canopy supports for in-line booths shall be no wider than three inches (3"). Fire and safety regulations shall govern the use of canopies, ceilings, and other similar coverings. Exhibitor must check with the general contractor, Hargrove, Inc., to ensure compliance.

**Multi Story Booths**

Multi-story booths are prohibited.

**Crates/Carton Removal and Storage**

Exhibitor is prohibited from storing empty crates or boxes in its booth area during the show period. However, if the Exhibitor uses the official show contractor, Hargrove, Inc., to handle its freight in and out of the show, then Hargrove, Inc., will remove empty crates or boxes that have been properly marked and identified by the Exhibitor, store them, and then return them to the booth at the conclusion of the show period at no additional charge.

**Demonstrations**

As a matter of safety and courtesy to others, the Exhibitor shall conduct any presentations or product demonstrations in a manner that assures that all Exhibitor personnel and attendees are within the contracted exhibit space and not encroaching on the aisle or neighboring exhibits. It is the responsibility of the Exhibitor to arrange displays, product presentation and demonstration areas to ensure compliance.

Exhibitor must obtain written permission from TRB before demonstrating any product that is potentially dangerous to attendees. If permission is granted, Exhibitor shall take special caution and shall establish a minimum setback of three feet (3'), install hazard barriers, and/or take other actions as required by TRB to prevent accidental injury to spectators.

**Sound/Music**

Noise level must not disrupt the activities of neighboring exhibitors. Speakers and other sound devices must be positioned so as to direct sound into the booth rather than into the aisle. Sound and noise must not exceed 85 decibels when measured from the aisle immediately in front of Exhibitor's booth.

**Fire Regulations**

All draperies, backdrops, bunting and other decorations must be flameproof and the Exhibitor must have a certificate of flame retardancy. All paper and other flimsy materials used for decorative purposes, including flameproof paper are prohibited.

**Lighting**

No lighting, fixtures, lighting trusses or overhead lighting are allowed outside the boundaries of the Exhibitor's booth. Lighting must be directed to the inner confines of the booth space, and shall not project onto other exhibits or aisles. Lighting that is potentially harmful, such as lasers, or ultraviolet lighting is prohibited. Lighting that spins, rotates, flashes, or pulsates is expressly prohibited.

**Vehicles**

All vehicle displayed are required to follow the Walter E. Washington Convention Center guidelines.

## **Display Rules (continued)**

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### **Outdoor Space**

Exhibits outside the TRB official exhibit hall are expressly prohibited and shall be shut down. This includes vehicles (displayed or intended to promote), parked or idling at the meeting property.

### **Compliance with Display Rules**

If Exhibitor's booth does not comply with any of the above-mentioned display rules, TRB reserves the right to direct the official show contractor to modify the Exhibitor's booth to comply at Exhibitor's expense.

### **No Smoking**

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

### **Noise, Light, and Odors**

Noisy or obstructive work is not permitted during open hours of the exhibit areas, nor are noisily operating displays or overly bright or distracting lights, nor exhibits producing objectionable odors. TRB shall have sole discretion in determining what is noisy, overly bright, distracting, obstructive, or objectionable.

### **Music**

If the Exhibitor uses music, then the Exhibitor must ensure that licensing fees for such use have been paid to the appropriate agency, i.e., ASCAP or BMI. TRB is not responsible for any licensing fees for music played in Exhibitor's booth.

### **Children**

At no time is anyone under the age of 18 permitted in the exhibit hall during move-in or move-out.

### **Floor Loading**

Under no circumstances shall 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.

### **Installing, Exhibiting, and Dismantling**

Hours and dates for installing, exhibiting, and dismantling shall be those specified by TRB. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exposition before the specified conclusion of the dismantling period set by TRB. Only official contractors, exhibitor-appointed contractors, and exhibitors' employees are permitted on the show floor during move-in and move-out, and no one under the age of 18 is permitted on the show floor during that time.

### **Subleasing**

Exhibitor may not sublet its 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 identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor shall not permit representatives of companies other than the Exhibitor's to operate from its booth. Determinations of TRB shall, in all instances, be final with regard to use of exhibit space.

### **Occupancy Default**

If Exhibitor fails to occupy contracted space, Exhibitor shall not be relieved of the obligation of paying the full rental charge of such space. Exhibitor's booth must be fully installed no later than 3 hours prior to show opening. If the booth is not set up by that time, TRB reserves the right to direct the official service contractor to set up the exhibit at the sole expense of the Exhibitor, or to make such other use of the space as TRB deems necessary, with no refund to the Exhibitor.

The Exhibitor shall not begin dismantling before the official closing of the Exposition.

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***Prohibited Items***

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The following are expressly prohibited in the Exposition: 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. Exhibitor assumes full responsibility for any costs or liabilities resulting from Exhibitor's failure to comply with these prohibitions.

***Admittance during Non-show Hours***

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With the exception of the posted setup and move-out times, the Exhibitor may not enter the Exhibit Hall more than one hour prior to the Expo opening, nor may the Exhibitor remain in the Hall after the Expo closes each night.

***Eligibility***

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TRB has the sole right to determine the eligibility of any company or product for inclusion in the Exposition.

***Compliance with Other Applicable Requirements***

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The Exhibitor agrees that it shall comply with all applicable laws and regulations. The Exhibitor 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***

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

- Use of aisle space;
- Distribution of materials or literature other than information regarding the Exhibitor's products and services;
- Distribution of materials or literature outside the Exhibitor's assigned booth;
- Use of sound or light that disturbs neighboring exhibits.
- Use of entertainment; and
- Use of games, contests, lotteries, or other games of chance, except as described in the section herein labeled "Giveaways and Drawings."

***Amendment and Additional Rules***

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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 Exhibitor.

Updated 5/16/2019