



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 2021 Careers in Motion Networking Fair (referred to herein as “Career Fair”), which will be at the 2021 TRB Annual Meeting (referred to herein as “Meeting”), January 24–28, 2021, 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 shall be located in the Ballroom (the “Room”) in the Walter E. Washington Convention Center, Washington, DC (the “Facility”). The Career Fair shall be open on Sunday, January 24, 2021, from 10:00 a.m. to 2:00 p.m. The Employer may enter the Room to set up no sooner than 8:00 a.m. that day, 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. The floor is carpeted. 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 13, 2020, TRB also will list the employer in the printed program.

Registration for Employer’s Staff

The Employer’s representatives in the Career Fair must be registered as attendees of the 2021 TRB Annual Meeting and must wear their registration badges at all times. TRB will provide Employer with two (2) unique “coupon 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 24, 2021. The coupon codes are valid only if used for online registration at www.trb.org/AnnualMeeting/Registration.aspx. Each coupon code may be used only once, and lost coupon codes cannot be replaced. Coupon codes cannot be used for on-site 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. Details about materials handling options and prices will be provided to all Employers, beginning in September, 2020.

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 not deemed to be professional by TRB staff 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 2021 TRB Annual Meeting Graphic (pictured on page 1) 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 graphic must be submitted for approval to exhibitcontracts@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.

Electricity

TRB does not provide electricity for employer tables.

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.

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 and Cancellation

If Application is submitted prior to September 24, 2020, a 50% deposit is due with the Application, and the balance is due by September 24, 2020. If Application is submitted on or after September 24, 2020, a 100% deposit is due with the Application. Failure to make payments does not release the Employer’s contracted or financial obligations.

Any cancellation must be submitted to TRB in writing. If Employer should cancel the Application/contract, Employer 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 19, 2020.....0% of contracted fee
- March 20 to September 24, 2020.....50% of contracted fee
- After September 24, 2020.....100% of contracted fee

Indemnification

To the extent permissible by law, the Employer shall indemnify and hold harmless 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.

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 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 animals (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.

Eligibility

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 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.dconvention.com/Attachments/Convention-Center/WCSA-EPG-spreads.aspx>, which is incorporated in these Terms and Conditions as if fully set out herein.

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 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 "pop up" backdrops (except for *one* roll-up display, if it is no more than one-meter-wide)
- Use of drawings, contests, lotteries, raffles, or other games of chance
- Giveaways valued at more than \$20 each

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 5/15/2020