# 1. Eligibility of Exhibitors

Eligibility is limited to companies who supply products and/or services specifically related to hazardous materials response, mitigation of hazardous materials, safety, and health and related industries. The Exhibitor agrees not to display products or literature that are not regularly sold or distributed by him, except as may be necessary to illustrate the applications of his products. HOTZONE reserves the right to deny participation to any company whose business is determined, at HOTZONE's sole discretion, to be inappropriate for the Conference.

## 2. Space Assignment

Contracts are assigned booth space on a first-come, first-served basis. HOTZONE will attempt to honor an Exhibitor's request for booth space and his/her desires; however, HOTZONE reserves the right to assign an Exhibitor to the best space available should his/her choices be unavailable.

#### 3. Payment Information

All balances are due in full September 1, 2024. If full payment is not received by September 1, 2024, the booth may be released.

Credit cards are accepted for payment. Checks must be made out to HOTZONE and payable through a U.S. Bank.

### 4. Space Size

Minimum booth space size is 10' x 10' or 100 square feet. Booth space may consists of a purchase of four 10' x 10' booth spaces in a 20' x 20' configuration. Two booth spaces side by side or as an 10' x 20' end cap if space allows.

Exhibitors that purchase a booth in the Exhibit Hall will be permitted to set-up an outside display in the appropriate area.

### 5. Standard Booth Equipment

Booth space rental includes an 8' high draped back wall with 36" high draped side rails, Electricity, a sign with company name and booth number. All booths include a skirted table, 2 – chairs and waste basket.

## 6.Exhibit Hall Floor Plan

HOTZONE reserves the right to rearrange the Exhibit Hall Floor plan at any time. HOTZONE also reserves the right to relocate Exhibitors should it become necessary for causes beyond HOTZONE's control, or advisable in the best judgment of HOTZONE.

#### 7. Cancellation of Conference

In the event any part of the Exhibit Hall is destroyed or damaged so as to prevent HOTZONE from permitting an Exhibitor to occupy the assigned booth space during any part of or the whole of the Conference period, or in the event occupation of assigned booth space during any part of or the whole of the Conference period is prevented by strikes, Acts of God, national emergency or other causes beyond the control of HOTZONE, this agreement shall terminate and the said Exhibitor shall and does hereby waive any claim for damages or compensation against HOTZONE, its officers, committee members, except the pro rata return of the booth space rental paid after deduction of actual expenses incurred by HOTZONE in connection with the Conference. There shall be no further liability on the part of either party.

## 8. Cancellations/Reductions

All cancellations or reductions of space must be submitted in writing to HOTZONE on your company letterhead and are considered final. Notifications received by October 1, 2024 will be entitled to a refund minus a 50% fee of the unused booth space. Notifications received after October 1, 2024 will not be entitled to any refund and the Exhibitor shall remain liable for the total amount of the unused booth space. Booths will be reassigned. Exhibitor may be required to move locations if they request a reduction in space. Exhibitors who cancel their booth space or fail to occupy their assigned booth space by 7:00 am on Friday, October 18, 2024 will not be eligible to access the 2024 Registration Listing, entitled to any badges, or hold meeting space, regardless of whether full payment has been made. Monies cannot be carried over to the following year.

## 9. Policy on Selling

In order to stimulate interest in the Conference, Exhibitors shall be permitted to take orders for the sale of their products or services at the 10/20/2024

Conference provided that the products \or services are substantially related hazardous materials response, mitigation of hazardous materials, safety, and health and related industries. The Exhibitor shall be solely responsible for any federal, state, or local taxes required to be collected or withheld.

## 10. Subletting

The space applied for is to be used solely for the Exhibitor whose name appears on the contract. Only the Exhibitor name which appears upon the face of this contract may be used to identify the leased booth space at the Conference and in all official Exhibitor listings. The Exhibitor may not assign, sublet or sublicense any part of the booth space. In the case of exhibiting companies who are affiliates and wish to share leased booth space, separate contracts must be submitted by each company, along with a letter explaining the relationship. Each request will be reviewed individually by HOTZONE. HOTZONE, its representatives, committees, agents and members shall not be liable for any damage arising in any manner, directly or indirectly, from such rejection.

# 11. Meetings/Functions

In the interest of the success of the entire HOTZONE Conference, the Exhibitor agrees not to extend invitations, hold meetings or otherwise encourage absence of attendees or exhibitors from the Exhibit Hall during the official Conference hours.

## 12. Liability and Indemnification

Exhibitor shall be fully responsible for and hereby releases HOTZONE from any claims, liabilities, losses, damages or expenses relating to or arising from an injury to any person, or any loss of or damage to property where such injury, loss, or damage is incident to, arises from, or is in any way connected with Exhibitor's participation in the Conference. The Exhibitor shall protect, indemnify, hold harmless and defend HOTZONE, its officers, and Steering Committee against all claims, liabilities, losses, damages and expenses, including reasonable attorney's fees and costs of litigation arising in any manner, directly or indirectly, from Exhibitor's participation in the Conference. It is the Exhibitor's sole responsibility to obtain, at his/her own expense, any or all licenses and permits to comply with all federal, state and local laws and City of Houston, Texas ordinances for any activities conducted in association with or as part of the Conference.

#### 13. 2022 Exhibitor Rules and Regulations

The Exhibitor understands and accepts that the terms and conditions, display guidelines, and the 2024 Rules and Regulations are integral and binding parts of this Contract. In addition, the Exhibitor also agrees to abide by the operational policies of the Wyndham Houston Stadium/Medical Center (Copies available upon request.)

### 14. Endorsement

HOTZONE does not approve, endorse or recommend the use of any specific commercial products or services. The Exhibitor may not, therefore, state or imply either verbally, or in printed literature, that his product or service is approved, endorsed or recommended by HOTZONE.

# 15. Authority of Show Management

HOTZONE shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations. HOTZONE's and its interpretation and decision are final. Any amendments to the contract with the Exhibitor must be done so in writing and signed by both parties to be binding. HOTZONE is entitled to attorney's fees and costs it incurs in enforcing this contract.