



# Exhibit Space Contract



HOUSTEX  
 February 23-25, 2021  
 George R. Brown Convention Center  
 Houston, TX

Booth No. \_\_\_\_\_  
 Size \_\_\_\_\_  
 Sq. Ft. \_\_\_\_\_  
 Total \_\_\_\_\_

**Company Information**

Please complete/edit any missing information on this form.

Company Name: \_\_\_\_\_ Company ID #: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State/Country: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Company Email: \_\_\_\_\_ Url: \_\_\_\_\_  
 Primary Contact: \_\_\_\_\_ Primary Title: \_\_\_\_\_  
 Contact Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Send Show Bulletins, Manuals, Marketing Info To**  SAME AS ABOVE **Send Invoices To**  SAME AS ABOVE

Company: _____	Company: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Contact Person: _____	Contact Person: _____
Email: _____	Email: _____

**Booth Information/Rate** (Please note all monetary amounts are in US dollars). SME is hereby authorized to reserve space on the exhibition floor as follows:

Booth Area	2021 Standard Rate	Package Includes
0 to 200 sq ft	\$29.00	Carpet, one 6' draped table, two chairs, one wastebasket and one standard booth ID sign  Unlimited material handling. Material handling includes freight from dock to booth and return plus one-time spotting of equipment. Off target shipments may incur additional charges.  <b>Booths over 200 sq ft DO NOT include carpet, table, chairs or wastebasket</b>
201 to 999 sq ft	\$25.00	
1,000 to 1,999 sq ft	\$21.00	
2,000 sq ft +	\$20.00	

**Payment Terms & Conditions**  
**10% Due: 8/30/2019      40% Due: 2/23/2020      70% Due: 10/23/2020      100% Due: 12/23/2020**

**Cancellations:** Deposits are non-refundable and non-transferable. In the event of cancellation, the exhibitor must notify Show Management in writing and is responsible for the amount due as per the payment terms above.

**I have read and agree to the Basic Terms and Conditions which appear on the reverse side of this contract and will abide by all show regulations and the requirements to prove that I have show insurance coverage as identified in clause 10. An electronic copy of this contract is binding.**

Authorized Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBITION TERMS AND CONDITIONS**

1. **APPROVED EXHIBITORS** - Only Exhibitors that have contracted with The Society of Manufacturing Engineers ("SME") and any other show sponsor(s) (collectively "Show Management") for the specific Show identified on side one of this document will be permitted to display or to demonstrate its products, processes, or services at the Show.
2. **DEFINITIONS** – As used herein: The "Contract" means the Exhibitor Space Contract including the exhibit space Regulations and the provisions incorporated in the initial payment invoice. "Exhibitor" means any person or company exhibiting in the Show, its representatives, agents, employees and contractors at the Show. The "Rules" means any and all provisions contained herein, the Exhibition Rules and Regulations and the payment terms stated on the initial invoice. The "Show" means the event described on side one of this document. The "Venue" means the facility where the Show will be held.
3. **RESTRICTIONS** - Show Management may, at its sole discretion, prohibit, restrict and/or evict exhibits which are, in the opinion of Show Management, objectionable for any reason including, but not limited to, danger, noise, vibration, glaring or flashing lights, safety and method of operation, objects on display and/or method of display. Show Management may also prohibit, restrict, and/or evict any exhibit which may detract from the general character of the show or which violates any term of this Contract. Show Management may further restrict, prohibit and/or evict any exhibit with objectionable persons, things, conduct, printed matter or anything else Show Management judges to be objectionable including, but not limited to: balloons, peanuts, popcorn, coffee, or anything taken beyond the confines of Exhibitor's assigned space. In the event of such prohibition, restriction, or eviction, Show Management shall not be liable for any refunds of rental or other expenses. If Exhibitor fails to comply in any respect with the terms and conditions of this Contract, including the Exhibition Rules and Regulations, Show Management shall have the right, without notice to Exhibitor, to rent or offer for rent Exhibitor's space, or to use such space in any other manner. Exhibitor shall remain liable for the full amount specified by this Contract.
4. **ASSIGNMENT OF SPACE** – Show Management reserves the right to assign space, to rearrange the floor plan and/or to relocate any exhibit to further the best interest of the Show. Show Management will assign space guided by Exhibitors' priorities, by the exhibit's requirements and by the choice of locations. If Show Management should relocate Exhibitor, any lower space rate difference shall be refunded but higher rate differences shall not be imposed. Within seven (7) days of official notice of space reassignment and/or relocation by Show Management, it is the duty of the Exhibitor to notify Show Management in writing if the reassigned/relocated space is not acceptable for any reason.
5. **RENTAL OF SPACE** – Rented space includes an 8' high drape backwall and 36" high drape side rails (excluding island exhibits). Any and all other equipment or materials required by Exhibitor must be provided by Exhibitor at Exhibitor's own expense.
6. **PAYMENT AND CANCELLATION BY EXHIBITOR** - Make all checks payable in U.S. currency to the "Society of Manufacturing Engineers." Transfer of funds is available through: Bank of America, 2600 West Big Beaver, Troy, Michigan 48084, USA, Account #: 6810-83728-3, Routing # 026009593 (wire). Transfers of funds from foreign companies must include the following Swift code: BOFAUS3N. Wire transfer fees are the sole responsibility of the exhibitor.
7. Exhibitor space payments shall be made according to the schedule set forth in the initial invoice sent by Show Management. Show Management reserves the right, in its sole discretion, to reassign or cancel contracted exhibit space if Exhibitor fails to adhere to the payment schedule set forth in the initial invoice. 100% forfeiture will be assessed on rental fees or deposits that were made prior to the reassignment or cancellation. In order to cover work and service performed and as payment of liquidated damages, Exhibitor agrees that if it cancels or reduces its exhibit space hereunder, it shall pay a percentage of the total invoice as follows:

<u>Forfeiture Amount</u>	<u>Date of Cancellation/Reduction</u>
10% of total space rental (non-refundable)	18 months in advance of the Show
40% of total space rental	12 months in advance of the Show
70% of total space rental	4 months in advance of the Show
100% of total space rental	2 months or less in advance of the Show

If Exhibitor fails to cancel but does not use its assigned space, Show Management shall have the right to use Exhibitor's space as Show Management determines in its sole discretion, including selling the space to another exhibitor, without any rebate or allowance to Exhibitor. Show Management will not be responsible for having included the name of Exhibitor or descriptions of Exhibitor's products in the Show catalog, brochures, news releases or other materials. If, at any time, an Exhibitor determines not to use some or all of the space for which he has contracted, he shall give prompt written notice to SME of his change in plans, so that SME may reallocate the unused space pursuant to the Rules. Failure to furnish the notice required by this paragraph shall subject Exhibitor to a surcharge of twenty-five percent (25%) of cost of the space not used, in addition to other Cancellation Charges detailed herein. Transfer of funds between Show Management exhibitions is prohibited.
8. **USE OF EXHIBIT SPACE** – Exhibitor shall not assign, sublet, or share any part of his space. However, an Exhibitor may use his space to exhibit any eligible products: (1) manufactured or sold in his own name, (ii) manufactured or sold by any company controlled by or under common control with Exhibitor, (iii) manufactured by a joint venture in which he participates, or (iv) produced pursuant to his manufacturing license. Exhibitor shall not exhibit, offer for sale, give as a premium, or furnish literature about any other products or services except where Show Management determines that such activities are required for the proper demonstration or operation of Exhibitor's displays. In any case, identification of such articles or services shall be limited to the regular nameplate, imprint, or other identification, which is standard practice appears normally on the articles or in connection with the services. Exhibitor shall not permit persons other than its own representatives (including those of any corporate affiliate, joint venture partner or licensee), representatives of SME, or of officially designated labor or service sources to use its booth for any purpose.
9. **USE OF COMMON/PUBLIC SPACE** – No demonstration, promotion, or advertising shall be permitted outside of Exhibitor's assigned exhibit space. Exhibitor shall not distribute any materials, including but not limited to, samples, souvenirs, or advertising materials outside of the Exhibitor's contracted-for exhibit space. No Exhibitor shall, in any other way, occupy or use the facilities for any purpose inconsistent with this Contract.
10. **LOSS, THEFT OR DAMAGE** – Show Management provides limited perimeter guard security but shall not be liable or responsible for any loss, theft or damage to the property of Exhibitor, its employees or representatives. Further, Show Management will not be liable for damage or injury to persons or property during the term of this Contract, from any cause whatsoever, by reason of the use or occupancy of the exhibit space by Exhibitor, its employees, representatives or assigns. Exhibitor acknowledges that certain activities at the Show, especially during set-up and tear-down of the show, can be dangerous, and Exhibitor, on behalf of itself and each member of its exhibit staff, assumes such risk and waives any liability on the part of Show Management and assumes all liability for such risk. Exhibitor's materials fail to arrive, or if for causes beyond its control, Exhibitor is prevented from using its space, Exhibitor is nevertheless responsible for its space rental. Exhibitor shall carry special insurance, for a minimum of \$2,000,000 Commercial General Liability, to protect all exhibit materials against damage, theft or other loss, and liability insurance against injury to persons and the property of others, including, but not limited to, Show Management.
11. **COMPLIANCE WITH LAWS** - Exhibitor assumes all responsibility for compliance with all pertinent laws, ordinances, regulations and codes of duly authorized local, state and federal governing bodies including, but not limited to, fire, safety, environmental and health laws, regulations, ordinances or codes, together with the rules and regulations of Show Management and the operators and/or owners of the property wherein the Show is held.
12. **THE AMERICANS WITH DISABILITIES ACT (ADA)** - Exhibitor is required to comply with all provisions of the ADA, including, without limitation, arranging Exhibitor's exhibit so as to be accessible to all persons covered by the ADA.
13. **UNIONS AND CONTRACTORS** – Exhibitor shall employ labor only from sources officially designated by Show Management for the installation, maintenance and dismantling of its exhibit, and shall use only the service organizations officially designated by Show Management for all services in connection with the installation, maintenance, cleaning and dismantling of exhibits and in connection with the operation of projection devices. Exhibitor agrees to abide by and comply with all rules and regulations imposed by local unions having arrangements with the Venue or with authorized contractors engaged by Show Management. Exhibitor must request Show Management's authorization to use an Exhibitor-appointed contractor no later than forty-five (45) days prior to the first scheduled installation date for the Show. Show Management shall have the right, but not the obligation, to resolve disputes or disagreements between Exhibitor(s), or between Exhibitor(s) and official contractors or labor organizations. In the event of such dispute, any action or decision by Show Management intended to resolve the dispute shall be binding on the Exhibitor(s).
14. **COPYRIGHTS, LICENSED AND PATENTED MATERIAL** – Exhibitor assumes all responsibility for the use of any and all copyrighted, licensed, or patented materials including, but not limited to, music, video, or printed matter which may be protected under the laws of the United States of America. Exhibitor is solely responsible for securing any and all appropriate rights to use such materials and for the payment of any and all royalties, license fees or other amounts associated with the use of such materials.
15. **ADVERTISING AND PROMOTION** – Show Management reserves the right to use Exhibitor's name in any advertising, promotion or marketing associated with the exhibition. Show Management does not, however, guarantee Exhibitor inclusion in such materials.
16. **RIGHT TO CHANGE LOCATION, DATES, AND/OR RULES** – Show Management retains the right to change the Exhibition location, dates, and/or rules upon notice to Exhibitor. Any such change shall be incorporated and made part of this Contract.
17. **CANCELLATION BY MANAGEMENT** - Show Management retains the rights to cancel the Show and/or the Exhibit with no liability to Exhibitor other than a refund of any paid space rental fees, for any reason beyond its control including, but not limited to, civil unrest, labor disputes, acts of government or acts of God.
18. **INDEMNIFICATION** - Exhibitor agrees to indemnify and hold and save Show Management whole and harmless from and against any and all claims, charges, complaints, liability, losses, demands, actions, damages, expenses, judgments, settlements and/or costs of any nature whatsoever which shall result, directly or indirectly, wholly or in part, by any act, omission, negligence, or conduct of Exhibitor or Exhibitor's employees, representatives, agents, servants, contractors, patrons, guests, licensees, invitees, or assigns, at or related to the Show, including, but not limited to, any such costs in connection with a violation of any laws or regulations, any off-site activities, any dangerous or hazardous materials, any damage, injury, or loss to persons and/or property and any costs, including attorneys' fees, incurred by Show Management in connection with the enforcement of this Contract. Exhibitor covenants and agrees that if Show Management is made a party to any litigation commenced by or against Exhibitor or relating to this Contract or the exhibit space rented hereunder, then Exhibitor shall pay all costs and expenses, including attorneys' fees and court costs, incurred by or imposed upon Show Management.
19. **GOVERNING LAW** - This Contract shall be construed in accordance with and governed by the internal laws of the State of Michigan, not including the laws applied to conflicts of laws.
20. **SEVERABILITY** - The invalidity or unenforceability of any of the covenants, phrases or clauses in this Contract shall not affect the remaining portions hereof, but this Contract shall be construed as if such invalid covenant, phrase or clause had not been contained herein.
21. **ENTIRE AGREEMENT** - This Contract, specifically incorporating the initial invoice and Exhibition Rules and Regulations referenced herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. Exhibitor agrees to comply with all provisions incorporated in this Contract including the Exhibition Rules and Regulations and provisions of the initial invoice. This Contract supersedes all prior agreements and understandings between the parties with respect to the subject matter. **Please contact SME Expositions Division at (800) 733-EXPO with any questions regarding this agreement.** DET\_B\323283.1 REV March 2019

**INITIAL:**