

GENERAL RULES AND REGULATIONS FOR EXHIBITORS

EXHIBIT BOOTH ASSIGNMENT

The Consortium for Graduate Study in Management (CGSM) shall use reasonable efforts to assign Exhibitor a booth in one of its preferred locations, and apart from its designated competitors.

Notwithstanding the foregoing, CGSM reserves the right to change location assignments at any time and for any reason whatsoever, in its sole discretion. In case of conflicting request, preferential assignment will be afforded to those exhibitors with continuing participation in past exhibitions. CGSM shall provide written confirmation to Exhibitor of its assignments or any changes thereto.

EXHIBIT FEES

See 2019 Houston floor plan located within the Exhibitor Guide, which can be found in CGSM's web site at www.cgsm.org.

AUTHORIZED PERSONNEL

Admission to the Career Forum/Private Interviewing will be available only to registrants. Companies not assigned exhibit space will not be authorized to solicit business in any manner in connection with the Career Forum/Private Interviewing area. All Exhibitor personnel staffing exhibit booths will be required to register at the exhibitor registration counter and prominently display the exhibitor badge. Badges are not transferable and badges worn other than by the personnel issued to are subject to confiscation without return or refund. Only authorized personnel wearing exhibitor badges will be allowed into the exhibit area immediately prior to the opening hours of the exhibit area and immediately following its closing.

EXHIBITS SUBJECT TO CGSM'S APPROVAL

CGSM may review, exclude, modify, remove or require Exhibitor to modify or remove any exhibits, Exhibitor personnel (e.g., employees, agents, invitees, etc.) or Exhibitor materials or activities (e.g., costumes, décor, music, paraphernalia, fliers, method of operation, conduct, etc.) that, in its sole discretion is unsuitable, dangerous, or objectionable for the Career Forum/Private Interviewing area. In the event of such exclusion, modification, or removal the Exhibitor agrees to pay or reimburse CGSM for any expenses incurred by CGSM or its agents in connection therewith at the then-prevailing rates.

Further, CGSM shall not be required to refund any fees paid to CGSM by Exhibitor or be responsible for Exhibitor's expenses or any liabilities resulting therefore.

LAWS, RULES AND REGULATIONS

Exhibitor agrees to be bound by all and shall ensure its personnel do not violate any, applicable local, state, federal, or foreign laws, rules and regulations (e.g., fire, utility, building codes and the Americans with Disabilities Act, Title 17-Copyrights, etc.) as well as any laws, rules and regulations applicable to or required by CGSM, co-sponsors or promoters of the Exhibition, the Exhibition Facility, Exhibition suppliers, and CGSM's insurance carrier(s).

CONFINE EXHIBIT TO BOOTH SPACE; NO ASSIGNMENT OR SHARING OF BOOTH SPACE

Exhibitors exhibit and any materials of activities in connection therewith, must be confined to the Exhibitors own booth. Further, Exhibitor agrees not to assign, sublet, or share the booth in whole or in part, without the prior written consent of CGSM. In the event more than one Exhibitor uses the assigned booth, Exhibitor agrees to pay an extra 15% of the total cost of the booth.

EXHIBIT SPECIFICATIONS

Booths include a standard backwall drape 8' high with side rails 36" high. Booth will also include a standard two-line booth sign (7"x44") showing the Exhibitor's name and a wastebasket. Sidewall construction of any exhibits may taper diagonally from 8' at the backwall to floor level at the aisle, or extend as a high panel from the backwall for one-half of the depth of the booth. These limitations are intended to provide a clear view of the neighboring exhibits. Raw wood, cardboard or similar materials for wings to booths/ must be covered or painted if they are visible in adjacent booths. The placing of high equipment must conform to these rules. Exceptions to the above may be authorized upon request to CGSM for self-contained configurations. In addition to any other rights CGSM, exhibits not conforming to these specifications will be prohibited without liability to CGSM or refund to Exhibitor.

INSTALLATION OF EXHIBITS

Hours of installation are as listed in the Exhibitor Guide. CGSM reserves the right to make changes in the installation hours. CGSM shall attempt to notify Exhibitor of any changes as far in advance as reasonably possible.

DISMANTLING OF EXHIBITS

Exhibitor agrees not to dismantle the exhibit or do any packaging of its materials before the closing hour of the last exhibit day as set forth in the Exhibitor Guide (or as otherwise amended by CGSM), and agrees to remove its Exhibit and all exhibit materials by closing.

SOUND SYSTEMS

Subject to any applicable rights, obligations, or restrictions hereunder, the use of sound systems is permissible in form of written document to the Director of Conference and Events, and providing they are not audible in neighboring booths, nor more than 3 feet into the aisle and that the sound is directed only into the Exhibitor's booth or vertically.

MOTION PICTURES AND OTHER PROJECTION

Subject to any applicable rights, obligations, or restrictions hereunder, the use of portable projection machines for 16mm or smaller film, film strips, lantern slides, etc., is permissible. It is the responsibility of the Exhibitor to engage a convention center operator for automatic slide projectors or for other projection, if necessary.

FIRE PROTECTION

No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper may be used at any time. All packing containers, excelsior, and wrapping paper, which must be flameproof, are to be removed from the floor and must be stored under the table and behind displays. All muslin, velvet, silk or any other cloth decoration must stand a flameproof test as prescribed by the applicable fire and safety ordinances. All materials and fluids, which are inflammable, are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc., are not permitted. If inspection indicates that Exhibitor has neglected to comply with the foregoing requirements, or otherwise incurs a fire hazard, CGSM reserves

the right to exclude or remove the entire exhibit, or any noncomplying parts thereof, without liability to CGSM or refund to Exhibitor.

OTHER EXHIBITS, HOSPITALITY SUITES & PRIVATE PARTIES

Exhibitor shall not use any other part of the Exhibition Facility (e.g., public areas, hospitality suites, or private rooms) for exhibit or entertainment purposes throughout the duration of the Exhibition. However, hospitality suites and private parties for entertainment purposes outside of regularly scheduled hours of meetings, exhibits, or other Exhibition functions may be permitted upon the prior written consent of CGSM.

SECURITY AND INSURANCE; NO LIABILITY FOR SIMPLE NEGLIGENCE

CGSM will provide limited guard service to cover entrances to the Exhibition area on a 24-hour basis during the designated hours of installation, exhibit, and dismantling. However, CGSM shall not be responsible for the safety of, or liable for damage or loss to, Exhibitor's property or personnel, including because of theft, fire, accident or any other cause, whether the result of negligence or otherwise, unless caused by the gross negligence of CGSM. Exhibitor is required to maintain, and upon request will provide CGSM with evidence of, adequate insurance to cover Exhibitor's acts, omissions, property and personnel, including liability arising from bodily injury or property damage.

AVAILABLE SERVICES

CGSM or its designated contractors are available to provide certain value added services and security to Exhibitor at Exhibitor's expense. Specific information will be forwarded to Exhibitor after booth space has been assigned. In the event Exhibitor requests CGSM to perform any services, Exhibitor agrees to pay or reimburse CGSM for any charges in connection therewith at the then-prevailing rates. CGSM does not endorse any exhibitors or designated contractors of the Exhibition, and makes no representation with respect thereto and assumes no responsibility or liability for any of the foregoing services if provided by any party other than CGSM.

DISCLAIMERS

Except as expressly provided in these General Rules and Regulations for Exhibitors, CGSM makes no representations or warranties of any kind with respect to the Exhibition, and disclaims all warranties including any implied warranties of merchantability, fitness for particular purpose, accuracy, non-infringement and non-interference. The Exhibition and booth are provided “as is” and on an “as available” basis.

LIMITATION OF CGSM’S LIABILITY

CGSM shall not be liable to Exhibitor or to any third party for any indirect, incidental, consequential, special or punitive damages of any kind of nature. CGSM shall further have no liability to Exhibitor for lost profits, loss of material, or frustration of business expectations, whether arising out of breach of contract, breach of warranty, negligence, or otherwise (even if CGSM has been advised of the possibility of such loss or damage). CGSM’s maximum liability hereunder for any claims whatsoever is expressly limited to the amount actually paid to CGSM by Exhibitor. No claim may be brought by Exhibitor more than one (1) year after the accrual of the claim.

INDEMNIFICATION BY EXHIBITOR

Exhibitor hereby agrees to indemnify, defend, and hold harmless CGSM, its affiliates, the Exhibition Facility, Exhibition suppliers, the city, and state, and their respective officers, directors, employees, representatives, and agents, from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to attorney’s fees) arising directly or indirectly out of or in connection with (i) any intentional or negligent act or omission by Exhibitor or any of its employees or agents, (ii) breach of Exhibitor’s representatives, warranties, obligations or covenants set forth in the Exhibitor Agreement, and/or (iii) Exhibitor’s occupancy and use of the Exhibition premises, including without limitation, the assigned booth, public areas, or any part thereof.

CHANGES & FORCE MAJEURE

The Exhibition date and hours are as indicated in the Exhibitor Guide. CGSM reserves the rights to change the Exhibition date or hours for any or no reason whatsoever. In such event, CGSM shall attempt to notify Exhibitor as much in advance as reasonably possible. CGSM shall not be liable hereunder and shall be excused for performance for any failure or delay in the performance of its obligations on account

of acts of God (e.g., earthquake, fire, flood, tornado, etc.), acts of government (e.g., war, embargo, etc.), acts of man (e.g., terrorism, strike, etc.) or any other acts or omissions beyond the reasonable control of CGSM.

NOTICES

Any notice or correspondence required or permitted to be given or forwarded hereunder or by law shall be effective on receipt and shall be considered properly given if orally stated to Exhibitor at the Exhibition, or presented in writing and delivered personally, faxed or sent by any commercially reasonable means, addressed, with respect to Exhibitor, to the address of Exhibitor most recently provided in writing to CGSM, and with respect to CGSM, to the address of CGSM appearing on its web site at the time of such notice. Email correspondence is also acceptable provided that it is sent to individuals who have apparent authority to act in respect to the subject matter hereof.

ENTIRE AGREEMENT

The Exhibitor Agreement, including the Exhibitor Guide and these General Rules and Regulations for Exhibitors, represents the complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, whether written or oral, between the parties. The Exhibitor Agreement may not be modified or amended, except by a written instrument executed by each of the parties hereto. The parties hereto shall be deemed to be independent contractors hereunder, and as such, neither party shall be, nor hold itself out to be, an employee or agent of the other party. The language used in the Exhibitor Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term condition of the Exhibitor Agreement. The Exhibitor Agreement shall only become effective when countersigned or initialed by a duly authorized representative of CGSM within ninety days of the date of Exhibitor's signature. The acceptance of deposit of any payment does not constitute acceptance of the Exhibitor Agreement by CGSM. CGSM reserves the right to modify the Exhibitor Guide or these General Rules and Regulations for Exhibitors, or make any additional conditions, rules and regulations, as it deems necessary to ensure the success of the Exhibition. Exhibitor acknowledges and agrees that such additions and modifications shall become part of the Exhibitor Agreement upon notice to Exhibitor.

E-Newsletters

CGSM sends out periodic e-newsletters to the Exhibitors with information that is pertinent to the Exhibition but not expected to be shared with non-exhibitors. Accordingly, Exhibitor agrees not to share the contents of such e-newsletters with other, non-exhibiting parties.