

THE MUST-ATTEND EVENT
FOR PARKING & MOBILITY
PROFESSIONALS



2020 Exhibitor/Partner/Sponsor Terms & Conditions at IPMI Meetings & Events

Entire Agreement. The Agreement specifically incorporating the official Exhibit Space Confirmation with reference to the digital invoice (*available in the Exhibitor Service Center*), the Exhibitor Terms and Conditions and Addendums referenced herein, [IPMI's Privacy Policy](#), [Website Terms of Use Policy](#) and the [Website Cookie Policy](#), 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 these Terms & Conditions. Please contact exhibits@parking-mobility.org with any questions regarding this agreement.

The term "Event" refers to the 2020 International Parking & Mobility Institute Conference & Expo to be held May 31- June 3, 2020 at the Henry B. González Convention Center, San Antonio, Texas. The Event is owned, produced, and managed by the International Parking & Mobility Institute ("IPMI"). The term "Exhibitor" refers to the organization and/or person that applied for and has been granted exhibit space rental and such applicant's officers, directors, shareholders, employees, contractors, agents, and representatives. If any Exhibitor changes management or is purchased by another company/organization, this Agreement becomes binding on such company/organization. These rules and regulations form part of the Exhibitor Agreement made between the International Parking & Mobility Institute and the Exhibitor.

Force Majeure. The performance of this contract by either party, in part or in full, is subject to acts of God, war, government regulations, disaster, acts of terrorism, strikes, civil disorders, and delay in providing service preventing at least 25% of contracted participants from access or any other emergency beyond the control of either party making it inadvisable or impossible to provide services. The International Parking & Mobility Institute, eShow, GES, or Henry B. González Convention Center, their partners or subsidiaries may not be held responsible for any inconvenience this may cause.

Acceptance. The receipt by IPMI of your electronic application will constitute a binding contract (the "Agreement"). IPMI reserves the right to determine the eligibility of any company or product for inclusion as an Exhibitor.

Arrangements of Exhibits. Locations and arrangement of exhibit booths are shown on the Official Exhibit Area Floor Plan. Exhibits are arranged in an open setting at the Henry B. González Convention

Center. The arrangement is designed to ensure maximum visibility and high traffic access for each display. Food and Beverage Service Areas are located throughout the hall and will be used for food and beverage service, announcements, drawings, entertainment, etc. IPMI reserves the right to alter the Exhibit Area Floor Plan as it deems necessary, at any time. Such changes will not constitute a refund or partial refund of your space.

Standard booths will be constructed of aluminum tubes, supporting dividers and drapes. Where applicable, back will be eight feet high and sides will be four feet high. Upon request, island booths may include side draping around the perimeter. Certain booths may be restricted to four-foot back walls. All booths **must** be carpeted; carpeting and furniture are not included in the exhibit rental fee (*See also "Unions and Official Contractors"*).

IPMI shall have the right to prohibit and/or remove any exhibit, in whole or in part, which in IPMI's sole judgment is not suitable to or in keeping with the character or purpose of the exhibition. IPMI Show Management will notify the Exhibitor in writing and detail what modifications, if any, are necessary prior to the prohibition or removal of the exhibit. If an Exhibitor is asked to remove an exhibit, or part thereof, and fails to do so promptly, IPMI will remove the exhibit or part thereof, and the Exhibitor agrees to pay the reasonable costs of such removal. IPMI will not be liable for any damage to any party for the removal, whether in whole or in part, or prohibition of the exhibit that IPMI deems to be not suitable or in keeping with the character or purpose of the exhibition.

Your exhibit space does **not** include and therefore would need to be arranged for separately using one of the Official Contractors (a list is provided in your Exhibitor Kit) or your own contractor, with prior written consent from Show Management : Carpet/padding for your booth, electrical, phone, internet or plumbing services, chairs, signage, furniture, or any booth fixtures, assembly, dismantle or rigging services, lead retrieval unit, cleaning of your booth during non-show hours.

Height and Size. IPMI accepts the [International Association of Exhibitions and Events "Guidelines for Display Rules and Regulations"](#) as booth configuration criteria for its show. Please note a copy of these rules will be included in your exhibitor kit.

- Hanging sign height limit is 16' to the bottom of the sign
- For Cubic Content the height limit is 16'

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- Double Decker booths must be approved by GES and Henry B. González Convention Center to be sure it meets all fire and building codes (see form included in the “Rules and Regulations” section)

In any event, no display, advertising sign or material, etc., may block a reasonable view of any other exhibit, nor extend beyond the perimeter of assigned space. Specifically, peninsula booths (10'x20' end) abutting linear booths: when a peninsula backs up to two linear booths, the back wall is restricted to four feet high within 5' of each aisle. The remaining back wall height restriction is 10' feet high. The backside of the wall must be finished and not contain signage or logos. This is to ensure that the sight line into an exhibitor's booth is not obstructed.

In all questions of booth design or layout, IPMI reserves the final approval authority. Should a question arise regarding this or other guidelines, the matter should be submitted to IPMI well before set-up for a final determination. (See also “**Space Selection Liability**,” “**Exhibitor Operation/Conduct/Right of Entry and Inspection**,” and “**Facility Rules**”).

Colors/Carpeting. Draping color will be gold/black. Aisle carpeting will be grey. Food/Beverage area carpeting will be black. Theme/Special IPMI area carpeting will be grey/black. **All exhibit booths must be carpeted at the expense of the Exhibitor.** If an exhibitor has not ordered carpet prior to show opening, carpet will be placed in your booth and added to your invoice and you will be responsible for paying.

Exhibit Agreement Specifications. Each exhibiting company shall be eligible to receive three (3) booth personnel registrations per 100 sq. feet, 8' high pipe and drape back wall and 4' high pipe and drape side wall (unless island booth), 7"x44" identification sign, more than 10 hours dedicated exclusively to the Expo, carpeted aisles and wastebasket, and 24-hour security from installation to dismantle, 75-word company listing in the Association pre-conference issue of the **Parking & Mobility** magazine, Event website and mobile app. Additionally, exhibitors will receive access to both a pre and post show attendee list (*does not include full mailing or email addresses*) (See also “**Privacy Policy**”). Booth personnel have unlimited access to education, general sessions and the Opening Welcome event— allowing exhibitors to network with attendees in a variety of settings.

Exhibit Space Assignments. Preferred exhibitors in good standing will be able to select space based on their priority points status beginning December 2019. After this date, all space is assigned on a first-come, first-served basis at prevailing rates. IPMI shall act in good faith to assign space in the location selected by the Exhibitor; however, does not guarantee separation of competing exhibitors or guarantee neighboring

space(s) indicated available will be completely occupied at time of the Event.

Priority Point Assignments/Calculations. Exhibitors receive priority points based on three categories: Size of space, history of exhibiting with IPMI, *formerly IPI*, and sponsorship/upgrades/advertising related to conference activities as well as advertising dollars spent with the **Parking & Mobility** magazine. Points are calculated in August of each year including all eligible advertising for 12 months prior and previous show exhibit space and sponsorships calculated for your official priority points status. Exhibitors are notified of their current status one month prior to opening sales for preferred exhibitors for immediate future year event.

Priority Point Calculation Details. Exhibitors receive one (1) point per 100 sq. feet of space paid and occupied plus one (1) point per year for exhibiting. Beginning in 2019, exhibitors will be awarded additional points for reaching milestone markers associated with their cumulative years of exhibiting starting with 2019. These are defined at the following key milestones and are not issued every year that you continue to fall into one of these categories: Five (5) year anniversary = 5 additional bonus points awarded (meaning you have exhibited without interruption from 2019 – 2024), Eight (8) year anniversary = 8 additional bonus points awarded, Ten (10) year anniversary = 10 additional bonus points awarded, Fifteen (15) year anniversary = 15 additional points awarded, Twenty (20) year anniversary = 20 additional bonus points awarded. Prior to 2019, all exhibitors have received bonus points for cumulative history, however the program terms will change for 2019 as outlined above for historical cumulative exhibiting.

Sponsorships/upgrades/advertising related to the Event and advertising in the **Parking & Mobility** magazine is calculated at one quarter (1/4) point for every \$500 spent. Certain special sponsorships/partnerships each year also have bonus points built into that sponsorship and will also be included in addition to the one quarter 1/4 point per \$500 calculations.

Priority Point Terms/Forfeit

1. Any exhibitor who does not reserve space at the IPMI for two consecutive years will forfeit all its accumulated points.
2. Any contracted exhibitor who is a “**no show**” at a given show will be assessed a penalty of -10 points. **No show** is defined as contracting exhibit space without a formal cancellation and has not set up on opening day of Expo.
3. Any contracted exhibitor, who is a “**no show**” with a balance due of space, will forfeit **all** accumulated points.
4. Any contracted exhibitor who cancels space reservation after cut-off date for no refund, will be assessed a penalty of -5 points.

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5. Any contracted exhibitor who breaks down early or early departure during an event, will forfeit all accumulated points, regardless of reason.
6. For mergers and acquisitions, points are not cumulative. Only the higher points of the two companies involved are applied. When a company splits or separates into two different (distinct) companies, existing points are assigned to only one of the companies. The second company will be given a flat 35 points as their own points status and will continue to accrue and gain points as a new company from that point forward. If IPMI is not informed of which company will take the existing points or the intro 35 points, IPMI will make the final decision and both companies agree to comply with decision.
 - a. Companies in the same corporate family may have their own exhibit hall space if the companies are separate corporate entities. In this situation, each company enters into a separate Exhibitor Agreement, uses its own Priority Points and years of support, and has its own assignment date/time for space selection. The points and years of support of one company cannot be attributed to another (in other words, the points and years of support of one company cannot be "counted" twice). The company name on the booth and exhibit hall signage (and in the Official Program Guide and Event Mobile app) must be the same as the company whose name appears on the Exhibitor Contract.

Space Selection Liability. Exhibitor assumes all liability of space selection during reservation process including but not limited to: acknowledgement of columns or other obstructions near selected space, neighboring exhibitors, and layout of space in relation to surrounding spaces. Exhibit sales are open until the Event dates; therefore, the floorplan and occupants are continually being modified. It is the Exhibitor's responsibility to monitor any changes that may adversely affect the Exhibitor pre/post show or onsite. There will be no refunds issued for space based on Exhibitors' selected location, misprints/typos/omissions in printed/digital material, columns or other obstructions, traffic flow, and/or neighboring Exhibitors.

Booth Cost/Payment Policy. Exhibit fees are shown on the official exhibit space price list. There is a substantial discount for exhibitors who are members of IPMI. To be eligible for member pricing, you must be an active member at time of reservation **and at time** of Event to take advantage of the discount. Booths located in prime areas (entrance, exit, corners, near Food and Beverage service areas or special event areas in the hall) also reflect premium pricing. Bus Areas will only be assigned to

vehicle/bus/transit type companies. Booth space will be assigned in accordance with the space reservation procedures.

A minimum of 50% of booth fees are due upon reservation by credit card. IPMI will process payment as stated on contract with no exception. The remaining balance is due within 30 days by check or credit card. **In the event a remaining balance has not been satisfied within the 30-day window, IPMI retains the right to cancel your booth reservation without notification or refund.**

Exhibitors are further responsible for ensuring that there are no outstanding amounts, unrelated to the Event, owed by them to IPMI. If all payments and outstanding amounts are not paid in full by **February 2, 2020**, IPMI retains the right to cancel the Exhibitor's space without further notice and without obligation to refund previously paid amounts. Any re-sale of exhibit space shall not result in a refund to the Exhibitor.

Cancellation/Downsizing/Refund. All requests for cancellation or reduction of exhibit space must be made in writing and shall become effective upon receipt by IPMI. Due to the difficulty of determining and detailing the losses which would result from cancellation of exhibit space, the Exhibitor agrees to pay the following as liquidated damages (and not as penalty) if the Exhibitor cancels its exhibit space. In the event of cancellation by an exhibitor prior to **February 10, 2020** IPMI will retain or shall be owed a cancellation fee equal to 50% of the total exhibit fee (not just the deposit) plus a \$250 processing fee; if received after **February 10, 2020**, IPMI will retain or shall be owed a cancellation fee equal to 100% of the total exhibit fee. **Cancellations after February 10, 2020 will affect an exhibitor's priority points** (See also "**Priority Point Assignments/Calculations**"). Reductions or downsizing in booth space will be treated as booth cancellations; refunds will be made accordingly. Furthermore, IPMI has full authority to relocate any Exhibitor after downsizing of space. The above cancellation fee terms shall apply regardless of the execution date of this Agreement and regardless of any re-sale of booth space cancelled by Exhibitor.

All booth assignments remain the exclusive prerogative of IPMI. In all reassignment cases, preference will be given to the exhibitor whose reservation and payment was received the earliest.

Occupation and Use of Space. Exhibitors will not be permitted for installation until full payment is received. **There is no exception to this policy.** Similarly, if an Exhibitor has an outstanding balance with the Official Show Contractor (GES), greater than 180 days, Exhibitor will not be permitted to move-in to their space and/or receive limited services from official show contractors including but not limited to: drayage, installation, cleaning, a/v, utility services, etc.

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Exhibitor who fails to occupy its assigned space two hours prior to the published expo hours (set no later than 10:30 a.m. on Monday, June 1, 2020 and has not given IPMI the required written notice of cancellation will be considered “no show.” IPMI has the right to use “no show” exhibit space in such a manner as it may deem in the Event’s best interest. Failure to occupy exhibit space does not relieve the Exhibitor from their obligation to the terms of the Agreement and will impact an Exhibitors priority point status (See also “**Priority Point Assignments/Calculations**”). Any exhibiting company cancelling with a balance due is responsible for paying the remainder in full within 15 days of the cancellation.

Displays must remain fully intact and manned during all exhibit hours.

No exhibits may be erected after official opening **or dismantled** before official closing times. Failure to adhere to this policy could result in one or more of the following: (a) penalty fines of up to 15% of your total booth costs, (b) the priority point status will revert to zero; (c) a 2 year ban from attending or exhibiting at the event, (d) preferred exhibitor status revoked for future events, (e) a surcharge of 15% added to your future exhibiting fees.

Subletting Space. No Exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, or exhibit therein, any other goods, apparatus, etc. than those manufactured or sold by the Exhibitor in the regular course of business. Sub-divisions, subsidiary organizations or partner product distributors that share space with a parent company will not be recognized as Exhibitors. This applies to booth personnel representatives’ badges as well as any listings in digital/print. **There is no exception to this policy.**

Care of Exhibit Space. Exhibitors shall care for and keep in good order all space occupied by them. Special cleaning and dusting of booth, display and equipment and material will be the Exhibitor’s responsibility and shall be performed at the exhibitor’s expense.

All goods of reasonable weight and bulk will be placed in exhibit space by IPMI or its appointed contractors. Exhibitor shall properly protect and maintain its exhibit space and appurtenant property. Exhibitors shall pay IPMI or its designee the cost of restoring Exhibitor’s space and appurtenances to the condition as of initial use by the Exhibitor; reasonable wear and tear expected.

Empty Crates/Box Storage. Exhibitors may not store crates and /or boxes in their booths. All exhibitors may request that the official contractor store empty crates and boxes for reuse prior to the opening of the Expo. IPMI Strategic Partners will have preferred return of empties at the end of the show.

Exhibitor Representation. Exhibitors earn three (3) complimentary exhibitor registrations per 100 square feet of space (each 10x10 space rented). Additional exhibitor registrations can be purchased (12/2/19 – 2/10/20: \$349.00 pp. 2/11/20 – 4/30/20: \$399.00 pp. 5/1/20 – 6/3/20: \$475.00 pp). All company representatives must register upon arrival and wear IPMI-furnished identification badges/lanyards at all times. **Exhibit staff/personnel registrations are non-refundable.** Exhibitors and distributors will be granted access to exhibit hall during all expo hours and up to one hour prior to and 30 minutes after published expo hall hours.

Exhibitor Operation/Conduct/Right of Entry and Inspection. (a) Exhibitors may not schedule private functions or events which conflict with officially scheduled IPMI events. IPMI reserves the right to request and enforce cessation of any non-approved activity as it sees fit; (b) Exhibitors may not use strolling entertainment, nor distribute samples, magazine, or advertising materials in any area outside their exhibit booth including but not limited to, paraphernalia that is associated with or representing a competing or similar entity as the Association or their publications. Any type of product distributed for purposes of display in other Exhibitors booths will be immediately removed and destroyed; (c) The use of objectionable amplifying or lighting equipment may not exceed reasonable limits. IPMI reserves the right to have exhibitors remove any strobe lighting that negatively affects other exhibitors or attendees; (d) All activities must be carried on in Exhibitor’s contracted exhibit space. Furthermore, product demonstrations, presentations, and entertainment located **within** an exhibitor’s booth space may not cause significant obstruction of aisles or encroach on neighboring exhibits. Adequate space/seating for presentations and demonstrations must be provided by the exhibitor **within** the exhibitor’s booth. IPMI reserves the right to have the exhibitor discontinue any activity or dismantle any display/demonstration feature that interferes with normal traffic flow. To conduct a demonstration lecture **within** an exhibit, the exhibit space must be a minimum of 400 square feet and must be in a 20’ x 20’ configuration. Exhibitors are required to allocate adequate exhibit space near these gathering zones to conveniently accommodate company personnel and visitors. Linear exhibits do not qualify for demonstration lectures. (e) Entertainment, marketing schemes or activity outside of your assigned space for the purpose of generating traffic to your booth must have the express written consent of the Show Management prior to exhibit hall hours. Upon approval, this activity must not interrupt or cause harm to any other exhibitor or their display.

If an Exhibitor or Exhibitor Appointed Contractor (EAC) engages in any conduct in violation of this Agreement and/or applicable laws, IPMI reserves the right to cancel the Exhibitor’s space without further notice and without further obligation to refund monies previously paid and to re-sell or remove completely from show floor. IPMI further reserves the

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right to reject Exhibitor's application in future shows. Further, IPMI in its absolute discretion, shall have the right at any time to enter and inspect the area occupied by Exhibitor. Exhibitors and their representatives shall always conduct themselves in a professional manner and shall not disparage or defame fellow exhibiting companies, IPMI, or the employees of aforementioned organizations, or engage in other activities detrimental to the Event.

Facilities Rules. Exhibitor agrees to comply with all rules and regulations prescribed by the management of the exhibit facilities, meet the requirements of all local authorities, and obtain, at their own expense, any necessary permits, licenses, or equipment, should any be required for the individual displays or the particular exhibit of the Exhibitor. Exhibitor agrees that failure to conform to all facility rules and regulations and local laws may result in the closure of its exhibit by IPMI.

Fire Protection. All booth material must be nonflammable and meet all requirements of Henry B. González Convention Center. All vehicles must adhere to Henry B. González Convention Center's fire/safety regulations (provided in your Official Exhibitor Kit).

Loss, Theft, 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, Venue, and all Event Partners, and further assumes all liability for such risk. If 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 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. Additional show insurance is offered through our approved contractor. Due to insurance and safety considerations, children are not allowed in the exhibit hall during set-up and tear-down.

Privacy Policy. Agreed upon by the European Parliament and Council in April 2016, the **General Data Protection Regulation (GDPR)** requires that Events/Organizations, such as IPMI, protect EU citizens' personal data and privacy. IPMI will comply with this law in its entirety which can limit/impact data available to exhibitors. To read more on this law and

how it can impact access to Event data, visit <https://eugdpr.org/>. To review IPMI's compliance efforts, download a copy of our **Privacy Policy**.

List Usage/Rental. Further, to protect the integrity of the Event and the privacy of our participants, IPMI does not sell participant data. Unsolicited marketing from third parties claiming to offer access to names/contacts of the "attendee database" are completely fraudulent and are in no way associated with IPMI. Purchasing/Renting/Utilizing a list from a third party, is a direct violation of IPMI's Privacy Policy and IPMI will not be liable for any fines imposed on the Exhibitor in accordance with the **General Data Protection Regulation (GDPR)**.

Further, IPMI considers purchasing or renting such lists as a violation of your participation in the event and may impose penalties/fines, including but not limited to loss of priority points associated with preferred exhibitors, cancellation of current or future participation, sponsorships included, resulting in no refund. This does not release the Exhibitor from the obligations of this contract.

Americans with Disabilities Act. Exhibitors shall be responsible for making its exhibit space accessible to persons with disabilities as required by the American's with Disabilities Act and shall hold IPMI, its agents, and employees harmless from any consequences of exhibiting companies that fail in this regard.

Music Licensing. Exhibitors agree to comply with existing regulations on music licensing and agree to indemnify and hold harmless IPMI against any claims or expenses arising from noncompliance with these regulations.

Live/Video Streaming/Photography. Exhibitors and attendees are prohibited from videotaping, video streaming/wireless transmitting or photographing other exhibitors' booths, events or activities during the IPMI Conference & Expo, without the express written permission of IPMI. However, an exhibit booth may be photographed or videotaped with the permission of the legitimate occupants of that booth, but that permission shall only apply to that exhibitor's booth. By submitting your exhibit contract, the exhibitor gives consent to the IPMI professional photographer to use images of both your person(s) and/or your display. The prohibition against videotaping, video streaming/wireless transmitting or photographing the event extends to members of the press unless they are registered as press and possess a "press" badge/ribbon. Booth personnel should immediately notify IPMI's show management if they believe their booth or another booth is being photographed/videotaped without permission. Television and/or video cameras (including webcams) are prohibited without prior written approval of IPMI show management. IPMI reserves the right to deny, alter or limit such access or distribution as the Event is the proprietary property of the IPMI. In the case that sponsorships, advertising,

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partnerships or anything similar is sold based on content obtained from the Event, whether on the show floor or elsewhere tied to the Event, IPMI reserves the right to claim all such proceeds from seller without penalty. Any legal fees incurred by IPMI to secure such revenue/proceeds will be at the expense of the party in violation.

Exhibitor Service Kit. Exhibitor Service Kits will be available through the Exhibitor Service Center (ESC) on the official Conference website no less than four months from the Event. Kits will include a list of all approved and appointed official contractors, any amended or additional rules and regulations, display rules, installation/dismantle schedules, registration information, official contractor order forms and pricing, shipping and drayage, utilities and auxiliary services order forms, audio/visual, photography forms, additional visibility opportunities, and a helpful deadline checklist to ensure you are meeting all deadlines.

Additional fees will be incurred after deadlines.

Unions and Official 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 Henry B. González Convention Center 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).

GES Exposition Services has been named the Official General Contractor. Inquiries regarding contractor services may be directed to GES. A complete list of Official Service Contractors will be included in your Exhibitor Service Kit. Use of any service contractor not previously approved by IPMI or Henry B. González Convention Center **may be denied access to the exhibit show floor which could mean you would not receive the contracted services or you may incur additional fees to secure services with an approved contractor.**

Exhibitor Service Desk. Provisions have been made to maintain an Exhibitor Service Desk, located on the show floor, throughout the exhibition's installation, operation, and dismantling period.

Listing and Promotional Materials. By exhibiting at the Event, Exhibitor grants IPMI a fully paid, perpetual, non-exclusive license to use, display, and reproduce the name of the Exhibitor in any directory or listing of exhibitors or Event and to use such names in promotional materials. IPMI shall not be liable for any errors in any listing or for omitting any Exhibitor from any directory or listing pertaining to the Event.

Liability. The Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between IPMI and the Exhibitor. Exhibitor agrees to indemnify, hold harmless, and defend International Parking & Mobility Institute, GES, Security (TBD), Kreis Photography, eShow, Grand Hyatt San Antonio, San Antonio Marriott Riverwalk, and Henry B. González Convention Center and their respective members, officers, directors, agents, and employees ('indemnitied') from and against any and all liabilities, damages, actions, losses, claims, and expenses (inclusive of attorney's fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Exhibitor or its employees, agents, contractors, patrons, and invitees caused by Exhibitors installations, maintenance, occupancy or use of the exhibition premises or a part thereof.

Insurance. Exhibitors must obtain insurance policies covering exhibiting materials at the IPMI Event. Exhibitor should also consider public liability, bodily injury, and property damage insurance. Such insurances shall name the Event facility, IPMI, and the Official General Contractor (GES) as additional insureds. Upon request, Exhibitor shall provide a certificate of insurance to IPMI.

Protection of Facility. Exhibitor shall not use the exhibit facilities or permit them to be used by any employee, patron, contractor, or invitee: (a) for any illegal purpose; (b) in conflict with any applicable law, ordinance, rule, or regulation of any governmental authority; (c) in any manner that could violate the insurance or increase the rate of insurance on the facilities; (d) in any manner that constitutes any waste or nuisance; (e) in any manner that causes any injury to the facilities; or (f) in violation of any applicable rule or regulation issued by management of the exhibit facilities.

Exhibitor Violations. Violations of any of these regulations on the part of the exhibitor or his employees or agents shall, at the option of IPMI Conference & Expo Show Management, cancel the license to occupy space, and such exhibitor shall forfeit to the Association all monies paid. Upon evidence of violation, the Association may reenter and take possession of the space occupied by the exhibitor and may remove all persons and goods at the exhibitor's risk. The Exhibitor shall pay all such

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expense and damages which the Association may incur and shall forfeit all monies paid or due the Association on account thereof. The Exhibitor waives any right to service of written notice of the Association's intention to terminate this agreement and repossess space occupied by the exhibitor.

Interpretation and Enforcement. These rules and regulations are to be construed as a part of all space applications and contracts IPMI has full power to interpret and enforce all regulations for the Event and the power to make amendments and/or further regulations that are considered necessary for the proper conduct of the Event. Such decisions shall be binding on all Event exhibitors. Failure to comply with any rule or regulation may be sufficient cause for IPMI to require immediate removal of the offending exhibitor and may result in forfeiture of all further rights to exhibit at future events sponsored or held by IPMI, together with all fees paid.

Website Disclaimer & Waiver. The material on the official Event website and/or Event Mobile app is provided "as is," without any conditions, warranties or other terms of any kind. While we endeavor to ensure that the information on the Site is accurate when posted, but we cannot be held liable for its accuracy or timeliness and we may change the information at any time without notice. You should not rely solely on

information on the Site and you acknowledge that you must take appropriate steps to verify all information before acting upon it. This includes but is not limited to; Expo hall hours, move-in and move-out dates, terms and conditions and booth regulations. Always reference the Exhibitor Service Kit (*located in the Exhibitor Service Center*) for the most accurate information. In cases of questions, contact exhibits@parking-mobility.org.

Right to Change Location, Dates, and/or Terms & Conditions. Show Management retains the right to change the Exhibition location, dates, and/or rules upon notice to Exhibitor. Any additional details not specifically covered by the terms and conditions contained herein shall be subject to the decision and at the discretion of IPMI. At the sole discretion of IPMI; changes, amendments, or additions may be made to these terms and conditions. Any such changes shall be binding on Exhibitors equally with the other terms and conditions contained herein.

Note: Please read the Exhibitor Terms and Conditions/Show Rules carefully. It is important that all representatives from your company who attend the Event be aware of the terms and conditions, as well as information that affect the operation of the International Parking & Mobility Institute Conference & Expo. These policies are strictly adhered to and enforced without question.

Addendum

The terms and conditions below form part of the Exhibitor Terms & Conditions made between the International Parking & Mobility Institute and the Exhibitor/Advertiser/Sponsor. IPMI has full power to interpret and enforce all terms and conditions and the power to make amendments and/or further conditions that are considered necessary to maintain IPMI business objectives and branding. Such decisions shall be binding on all advertisers/sponsors.

- **Attendee List (Access/Use) Terms and Conditions**
- **Advertising Terms and Conditions**
- **Sponsorship Terms and Conditions**

Attendee List (Access/Use) Terms & Conditions. The 2020 IPMI Conference & Expo attendee list, including full details (pre & post show) is only available to *confirmed and in good standing **Strategic Partners**. The following terms and conditions will be applicable to any organization that is provided [pre and post show] list of attendees:

1. **IPMI and Exhibitor/Strategic Partner agrees to comply with all regulations of the EU Global Data Protection Regulation** (See "Privacy Policy" in Exhibitor Terms and Conditions).
provide protection and written terms with regard to sharing, selling, transferring, disclosing, duplicating or retaining in any form, the contents of the list. The Exhibitor/Strategic Partner further agrees to abide by all anti-spam laws.
2. Exhibitor/Strategic Partner agrees to indemnify, hold harmless, and defend International Parking & Mobility Institute (IPMI) and their respective members, officers, directors, agents, and employees ('indemnities') from and against any and all liabilities, damages, actions, losses, claims, and expenses (inclusive of attorney's fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Exhibitor/Strategic Partner or its employees, agents, contractors, patrons, and invitees caused by the use of the 2020 attendee lists.
3. The Exhibitor/Strategic Partner agrees that it will not resell, disclose, transfer, duplicate, reproduce or retain in any form all or any part of the list, or permit any third party, agent, employee, contractor or their respective agents and employees to do so. The Exhibitor/ Strategic Partner acknowledges that, at all times, the list remains the sole property of IPMI.
4. The Exhibitor/Strategic Partner, for terms of electronic campaigns, agrees to use platforms or third-party programs that
5. The list provided are for the intended usage solely and exclusively to promote or market the Exhibitor/Strategic Partner specific products and/or services at the 2020 IPMI Conference & Expo and shall be limited to the specific time frame of March 2020 – August 1, 2020. Exhibitor/ Strategic Partner further agrees not to use the list for personal or mass telephone solicitation.
6. Exhibitor/ Strategic Partner acknowledges that IPMI will monitor the use of the list through multiple ghost addresses within the data. Violations will be in breach and therefore forfeit this agreement including an immediate right to use the list and any and all future mailing list access/purchases will be denied regardless of future Sponsor/Partner status. No fees will not be refunded or prorated.
7. In the event the Exhibitor/ Strategic Partner uses the list contrary to the provisions of this agreement, the Exhibitor/ Strategic Partner shall be held responsible for all costs/expenses incurred by IPMI in enforcing this agreement.

THE MUST-ATTEND EVENT FOR PARKING & MOBILITY PROFESSIONALS



Advertising Terms & Conditions. The performance of the sponsorship agreement by either party, in part or in full, is subject to acts of God, war, government regulations, disaster, acts of terrorism, strikes, civil disorders, and delay in providing service preventing at least 25% of contracted participants from access or any other emergency beyond the control of either party making it inadvisable or impossible to provide services.

1. Full payment, signed contract, and submission materials must be received no later than **March 9, 2020**.
2. Penalties and administrative charges may be applied for declined charges and/or returned checks of up to 15% of total amount due.
3. Rates are based on advertiser supplied camera-ready art. For color ads, separations must be supplied. Additional fees will be charged for materials not supplied as requested.
4. All contracts must be accompanied with payment and artwork or disk. Please refer to "Guidelines for Submitting Digital Files/Advertising Material" found in 2020 IPMI Media Kit for acceptable formats. Special identification or artwork supplied by IPMI will be billed to the advertiser. There is an additional charge for masking.
5. Any changes in design/artwork by IPMI, at the request of the advertiser, or the necessity to add copy to conform to format, will be billed to advertiser.
6. Positioning and layout are determined by publisher. Requests for specific positions will be considered but not guaranteed unless a position premium is paid.
7. Advertisers and advertising agencies assume liability for all content (including text representation and illustration) of the advertisement printed and assume responsibility for any claims resulting from the ad against the publisher, including costs associated with defending against such a claim. The publisher holds advertisers and their agencies jointly responsible for the cost of any advertising inserted.
8. Publisher reserves the right to reject material deemed unsuitable.
9. This contract is binding upon signature. IPMI guarantees placement of the listed advertising in the **2020 Official Conference Program Guide** when all conditions are met.
10. All rates are quoted NET and are NON-COMMISSIONABLE.
11. By submission of contract and artwork, you are authorizing IPMI and its affiliates to use graphics /images in print/digital production for both promotion and publication.

THE MUST-ATTEND EVENT FOR PARKING & MOBILITY PROFESSIONALS



Sponsorship Terms & Conditions. The performance of the sponsorship agreement by either party, in part or in full, is subject to acts of God, war, government regulations, disaster, acts of terrorism, strikes, civil disorders, and delay in providing service preventing at least 25% of contracted participants from access or any other emergency beyond the control of either party making it inadvisable or impossible to provide services.

1. IPMI holds "Right of First Refusal" to allow our sponsors to continue partnership/sponsorship items from one year to the next before making available to public or other competing companies. Once you have secured a sponsorship, whether through Right of First Refusal or contract, your company and/or advertising/marketing company is legally responsible and held to the contract terms and conditions including payment. Any unpaid sponsorships prior to event dates are subject to cancellation and/or null and void IPMI's responsibility to sponsor (such as signage, recognition etc.) as well as could result in legal fees to collect partnership/sponsorship fees. In addition, penalties and/or administrative charges of up to 15% of total amount due will be incurred for any declined credit card charges or returned checks.
 2. Sponsorship events or items are subject to change. In the case that an event is not held, IPMI will provide partial refunds or a substitute sponsorship of equal benefit and costs. In all cases, any refund will be less a minimum of a \$50.00 cancellation fee.
 3. Every effort to assure you receive exclusive recognition for any sponsorship as outlined in the specific details of any sponsorship item; however, some items are a co-sponsorship level and therefore will mean co-sponsorship recognition on some signage and print material.
 - a. All sponsorship premiums should include your company logo if you are an exclusive sponsor. IPMI reserves the right to include IPMI logo, show logo or any IPMI related text on any and all premiums, signage or partnership/sponsorship items at our discretion. IPMI reserves the right for final layout and design approval including but not limited to design/content of any premium, signage or print recognition.
 - b. Some sponsorships include providing promotional material/items related to that sponsorship. Any items received after this date or onsite, are subject to inclusion. No refund or partial refunds or concessions will be made by IPMI if promotional/materials are not received at IPMI headquarters no later than April 20, 2020 without exception. Ship materials to **2020 IPMI Conference & Expo – Sponsor Material** [Insert Your Company Name], Attn: Tina Altman, 1330 Braddock Place, Suite 350, Alexandria, VA 22314, Ph. 571.699.3011.
 4. IPMI reserves the right to reject or deem unsuitable any promotional item (including print material) associated with any partnership/sponsorship. IPMI also reserves the right to reject any partnership/sponsorship or cancel partnership/sponsorship without reimbursement to sponsor. IPMI in no way accepts responsibility for content (text or illustration representation) for any premium/promotional item and sponsor agrees to hold IPMI and its affiliates harmless against all losses, claims, etc.
 - a. For sponsorships that include advertising/marketing benefits, all material must be provided in the correct format including size. Refer to the IPMI 2020 Media Kit for advertising specs and guidelines. For banner ads on the conference website, files for landing page banner ads should be no larger than 725x725px. For interior pages, horizontal files should be no larger than 1170x150px and side rail files should be no larger than 725x725px.
 5. Please review the packages carefully including what each package provides to you, the sponsor(s). Please keep in mind there will be no deviations from the partnership/sponsorship benefits package and at no time will additional benefits be added (whether prior to events or onsite) without prevailing charge for any additional benefits. Certain sponsorship levels include access to attendee lists. These lists are for the exclusive use of the sponsor and may not be distributed or used for any other purpose other than pre-show marketing or post show follow up. Any abuse to this policy can result in a confiscation and/or fines and loss of right to lists in the future regardless of sponsorship level.
 - a. If your sponsorship includes access to the attendee list, you will be required to comply with IPMI's Privacy Policy and the Global Data Protection Regulation (GDPR) and complete, sign and adhere to the Attendee List Use/Access Terms document before gaining access.
 6. By securing your partnership/sponsorship via contract or Right of First Refusal, this is a binding agreement and the sponsor company and/or marketing or ad agencies will equally be held to the contract as well as all fees due.
- Sponsorship Cancellation.** In the event of cancellation of a Sponsorship by an organization, IPMI shall determine an assessment covering prior services performed, and other damages related to the cancellation. The date that the Sponsorship cancellation notice is received by IPMI will determine the assessment charges. Subsequent reassignment of the cancelled Sponsorship does not relieve the canceling organization of the obligation to pay the cancellation assessment. Payment of assessment charges must be received by IPMI within 30 days of cancellation.