

EXHIBITOR/SPONSOR TERMS & CONDITIONS

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 2023 IPMI Parking & Mobility Conference & Expo to be held June 11-14 at the Fort Worth Convention Center, Fort Worth, Texas, USA. 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. If IPMI is prevented from carrying out its obligations as it pertains to the performance of this contract, in part or in full, due to acts of God, war, government regulations, disaster, epidemic or pandemic, acts of terrorism, strikes, civil disorders, curtailment or restriction on transportation facilities, 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, or any other comparable calamity, casualty or condition (collectively a "Force Majeure"), IPMI shall have the right to immediately terminate the affected Event without liability and shall be relieved of its obligations to the Exhibitor. IPMI, eShow, GES, CMPS, or Fort Worth Convention Center, their respective partners or subsidiaries may not be held responsible for any inconvenience this may cause. IPMI reserves the right to then reschedule/repurpose the affected Event and your registration fees will be applied to the rescheduled Event and all same cancellation fees will apply. A Virtual Event is equivalent and holds the same terms and conditions. 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 Fort Worth Convention Center. The arrangement is designed to ensure maximum visibility and high traffic access for each display. 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, the 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. Furniture is not included in the exhibit rental fee (*See also "Unions and Official Contractors"*).

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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: 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.

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/grey. Aisle carpeting will be grey. All exhibit booths must be carpeted at the expense of the Exhibitor.

Exhibit Agreement Specifications. Each exhibiting company shall be eligible to receive four (4) 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 12 hours dedicated exclusively to the Expo, carpeted aisles and wastebasket, and 24-hour security from installation to dismantle, a brief company listing in the 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, and general sessions— allowing exhibitors to network with attendees in a variety of settings.



Exhibit Space Assignments. IPMI Strategic Partners will select their booth space by appointment in early July. Preferred exhibitors in good standing will be able to select space August 30 – September 1, 2022. 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, it 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 each year including all eligible advertising for 12 months prior and previous show exhibit space and sponsorships calculated for your official priority points status.

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 high traffic areas also reflect prime (gold) pricing. 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 up until **March 31, 2023**, in which full payment will then be due. IPMI will process payment as stated on the 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 must be current with all obligations and any debts such as membership or advertising to the Association. Should exhibitors have outstanding debts with the Association, any exhibitor package fees received may first be applied to the outstanding debt. Any balance on the exhibitor package as a result must be paid immediately by the exhibitor. If all payments and outstanding amounts are not paid in full by **June 1, 2023**, 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 **March 15, 2023**, IPMI will retain or shall be

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owed a cancellation fee equal to 50% of the total exhibit fee (not just the deposit) plus a \$250 processing fee; if received after **March 15, 2023**, IPMI will retain or shall be owed a cancellation fee equal to 100% of the total exhibit fee. **Cancellations after March 15, 2023 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.

When canceling your booth, regardless of cancellation fees retained by IPMI, you forfeit your booth staff registration. If you intend to attend the event, you must register as a supplier.

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.

An exhibitor who fails to occupy its assigned space two hours prior to the published expo hours (set no later than 11:59 a.m. on Sunday, June 11, 2023) 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 Exhibitor's 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 staffed 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 the booth, display and equipment and material will be the Exhibitor's responsibility and shall be performed at the exhibitor's expense.



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All goods of reasonable weight and bulk will be placed in exhibit space by IPMI or its appointed contractors. The exhibitor shall properly protect and maintain its exhibit space and appurtenant property. Exhibitors shall pay IPMI or its designee the cost of restoring the Exhibitor's space and appurtenances to the condition 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 four (4) complimentary exhibitor registrations per 100 square feet of space (each 10x10 space rented). Additional exhibitor registrations can be purchased. All company representatives must pre-register 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 the 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 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

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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 Fort Worth Convention Center.

Loss, Theft, Damage. IPMI 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, IPMI 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 IPMI, 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, IPMI.

Additional show insurance is offered through our approved contractor. Due to insurance and safety considerations, children are not allowed in the exhibit hall.

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://euqdp.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.



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Americans with Disabilities Act. Exhibitors shall be responsible for making its exhibit space accessible to persons with disabilities as required by the Americans 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, 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 Fort Worth Convention Center or with authorized contractors engaged by Show Management. Exhibitors 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).

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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 Fort Worth 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, CMPS, Security (TBD), eShow, and Fort Worth Convention Center 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 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. Exhibitors should also consider public liability, bodily injury, and property damage insurance. Such insurance shall name the Event facility, IPMI, and the Official General Contractor (GES) as additional insureds. Upon request, the 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, 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 expenses and damages which the Association may incur and shall forfeit all monies paid or due the Association on account

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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, 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 case 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.

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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 2023 International Parking & Mobility Institute 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 agree to comply with all regulations of the EU Global Data Protection Regulation** (See “Privacy Policy” in Exhibitor Terms and Conditions).
- 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 2023 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 provide protection and written terms regarding 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.
- 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 2023 International Parking & Mobility Institute Conference & Expo and shall be limited to the specific period of May 2023 - September 2023. 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 all future mailing list access/purchases will be denied regardless of future Sponsor/Partner status. No fees will not be refunded or prorated.

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- 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.

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 **30 days prior to the event start date**.
- 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 2023 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 the 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 **2023 Official Digital 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.

EXHIBITOR/SPONSOR TERMS & CONDITIONS

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 being made available to public or other competing companies. 25% of your sponsorship fees are due upon securement. 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 the 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 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 in time for the event. Please reach out to conference@parking-mobility.org for shipping information.
- 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 2023 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.

EXHIBITOR/SPONSOR TERMS & CONDITIONS

- 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 of 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.
- 7) **Sponsorship Payment/Cancellation.** **Payment for all Sponsorships/Advertising/Marketing - 25% due upon reservation, balance, and all sponsorships due 45 days after reserving.** 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.