

Terms and Conditions

Staffing World 2022 ■ Las Vegas, NV

American Staffing Association Convention & Expo ■ 277 S. Washington St., Suite 200, Alexandria, VA 22314-3675

1. TERMS OF AGREEMENT

A. Application: Any company that is an ASA associate member or eligible for associate membership may apply to exhibit at the expo. ASA will not accept applications from companies whose purpose in exhibiting is to recruit the employees of staffing firms, or to buy or sell staffing firm interests, franchises, or licenses. All applications are subject to ASA approval. All products and services promoted by exhibitors must be directly related to the staffing industry. ASA reserves the right to determine the suitability of all exhibitor products or services for the expo and, in its sole judgment, may approve, reject, or revoke any application for any reason.

B. Terms: The applicant, if approved by ASA as a Staffing World 2022 exhibitor, agrees to abide by the terms and conditions of this contract and any rules and regulations set forth in the Staffing World 2022 Exhibitor Service Manual before, during, and after the ASA convention and expo, and by other reasonable rules considered necessary by ASA, the official decorator, and the MGM Grand. ASA shall have the sole authority to interpret and enforce all rules and regulations, to make any amendments thereto, and to make further rules and regulations as necessary to ensure the orderly conduct of Staffing World 2022. The parties hereby agree and acknowledge that any waiver of or failure to exercise any right provided for herein shall not be deemed a waiver of any further or future right under this contract.

2. PAYMENT, BOOTH CANCELLATION, REFUND, AND BOOTH REDUCTION POLICY

A 50% **nonrefundable** deposit is required with applications submitted by March 1, 2022, with the balance due in 30 days. Applications received after March 1, 2022, require **nonrefundable** payment in full. Companies not paid in full by payment deadline risk forfeiting their booth space. ASA reserves the right to deny or cancel exhibit space to companies that have overdue balances with ASA or any of its affiliates. All cancellations must be requested in writing. Cancellation relinquishes all benefits provided to exhibitors. Deposits are **nonrefundable**, regardless of resale of assigned booth. Remaining balance is **nonrefundable** after March 1, 2022. ASA will not credit nonrefundable fees toward future exhibiting or advertising fees. Booth reduction requests may be made in writing until March 1, 2022; however, exhibitors are responsible for 75% of their original booth fee, and the difference in rates between the exhibitor's initial booth rate and downsized booth rate cannot be applied to any other ASA services.

3. EXPO LOCATION

Exhibit booths will be located in Marquee Ballroom of the MGM Grand Las Vegas Hotel & Casino.

4. BOOTH EQUIPMENT AND SERVICES PROVIDED

Excluding island booths, back and sidewall draping and one identification sign (7" high x 44" wide) will be provided by ASA at no cost to the exhibitor. Color and type of drape is determined by ASA. Other drapery as well as furnishings, including carpet, tables, and chairs, may be ordered at exhibiting company's expense. Adequate lighting will be provided in the exhibit hall; however, other services—such as compressed air and water, electricity, telephone, and Internet access—will be provided by the MGM Grand at an additional charge to the exhibiting company. Order forms for these services will be provided in the Staffing World 2022 Exhibitor Service Manual.

5. RULES AND REGULATIONS

All exhibitors must abide by the rules and regulations of any relevant and applicable governmental entity, labor union agreement, the MGM Grand, and as may be published in the Staffing World 2022 Exhibitor Service Manual. ASA abides by the general guidelines and protocols published by the International Association of Exhibits and Events.

A. Exhibit Booth Structure: No walls, partitions, decorations, or other obstructions may be erected that in any way interfere with the view of another exhibitor. Exhibitors that wish to use any nonstandard booth equipment, signs, decorations, or arrangements of display materials that in any way conflict with the stated regulations herein must submit a detailed sketch or layout (including all dimensions) no later than August 31, 2022, for approval by ASA.

B. Standard Exhibit Configuration (10' x 10', 10' x 20', and 10' x 30' booths): Exhibits must not be higher than 8' in the back and 4' on each side. Display fixtures over 4' high must be confined to within 5' of the back line of the booth; nothing over 4' high may be within 5' of the aisle line (in the front half of the booth). Hanging signage and other items from the ceiling is not permitted.

C. Island Exhibit Configurations: Island exhibits must not be higher than 16' (subject to expo hall ceiling height). Multi-story exhibits must be approved through stamp or signature of a structural engineer indicating that the structure is properly engineered for the proposed use. All island configurations and multistory exhibits must be preapproved by ASA and the MGM Grand.

D. Exhibit Materials: No combustible decoration, such as crepe paper, cardboard, or corrugated paper, may be used at any time. All packing containers, excelsior, and wrapping paper, which must be flameproof, are to be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, silken, or any other decoration must stand a flameproof test as prescribed by the fire ordinance of the state of Nevada. Open flames, butane gas, acetylene, oxygen tanks, or other flammable materials are prohibited. Balloons are prohibited.

E. Exhibit Booth Staffing: Exhibitors are required to always staff their booths when the expo hall is open, including opening the booth on time and being present throughout the open hours until the expo hall is closed each day. All booth staff must be employees or contractors of exhibiting company and registered for Staffing World 2022. Any exhibitor that breaks down before the final closing of the expo hall will be fined \$1,000.

F. Soliciting Confined to Booth: Soliciting, demonstrating, surveying, or any other commercial activity may be conducted only within the confines of an exhibitor's own booth and may not interfere with neighboring booths. "Suitcasing," or soliciting business or conducting other commercial activity in the aisles of the expo hall, in the booth of another exhibitor, during educational sessions, or anywhere else in the MGM Grand—including public areas and guest, meeting, and hospitality rooms (except as approved in advance by ASA)—is strictly prohibited. Violators will be required to leave the premises.

G. Contests/Raffles/Giveaways: Contests, lotteries, raffles, and games of chance may be conducted only with the prior approval of ASA and the MGM Grand and must comply with all applicable state and local sweepstakes laws.

H. Noise: The sound on any audio equipment must be kept at a volume not to exceed that of normal conversation or 80 decibels.

I. Music License and Other Intellectual Property: Each exhibitor shall obtain all necessary licenses and permits to use music, photographs, or other copyrighted material in exhibit booths or displays.

J. Destruction of Property: Nothing shall be posted on, tacked, nailed, screwed, taped, stapled, or otherwise attached to ceilings, columns, walls, floors, painted surfaces, or other parts of the building or furniture. No holes may be drilled, cored, or punched in the building. All property destroyed or damaged by an exhibitor must be replaced in original condition by the exhibitor at the exhibitor's expense.

K. Subletting Space: Booth sharing is prohibited, except as otherwise allowed by ASA. No exhibitor may assign, sublet, or apportion all or any part of its contracted space. Any materials other than those manufactured or distributed by the exhibitor in the regular course of business may not be displayed by the exhibitor or be allowed by the exhibitor to be displayed by other persons or firms.

L. Decorum: ASA may, in its sole discretion, exclude or require modification of any display or demonstration that it considers improper, disruptive, unsafe, or otherwise not in keeping with the character of Staffing World. Exhibitors shall be bound by all decisions of ASA in all matters related to Staffing World and its expo.

6. RIGHT TO REMOVE THE EXHIBITOR'S PROPERTY

ASA reserves the right to remove from the expo hall any or all of the property of any exhibitor should Staffing World be canceled or relocated, or should the exhibitor violate any of the terms and conditions of this contract. This right may be exercised without prior notice.

7. PATENT, COPYRIGHT, OR TRADE SECRET

The exhibitor agrees to hold ASA and its officers, directors, employees, and agents harmless from all loss, claims, causes of action, obligations, suits, damages, liability, expenses, and costs including attorney's fees arising from or out of any violation or infringement (or claimed violation or infringement) by exhibitor or exhibitor's agents or employees of any patent, copyright, trademark, service mark, trade secret, or other intellectual property right or privilege.

8. FLOOR PLAN

ASA may modify the floor plan at any time as may be required to ensure, in its sole judgment, the best interests of Staffing World exhibitors and attendees.

9. SECURITY

Neither ASA nor the MGM Grand will be in any way liable or responsible for the loss, theft, damage to, or disappearance of personal or commercial property from exhibitor's booth or the expo hall. ASA will provide security personnel in the expo hall during setup, during the show, and during teardown. However, exhibitors that desire additional security to protect their booth, company, or personal property should coordinate with the MGM Grand before Staffing World 2022 to arrange for approved security services.

10. CANCELLATION OR RELOCATION OF STAFFING WORLD

Neither party shall be liable for failure to perform its obligations under this agreement if the expo is cancelled or interrupted due to events beyond its reasonable control, including, but not limited to, strikes, acts or threats of terrorism, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body, except that exhibitor will be charged pro rata for any productive use of booth space before or after such event. Individual acts of theft or vandalism resulting in loss of or damage to exhibitor's property shall not be considered an event covered by this paragraph.

11. LIABILITY AND INSURANCE; INDEMNITY

A. ASA shall not be liable for loss or damage of any property of exhibitor that exhibitor may suffer during installation, Staffing World itself, or during removal by reason of burglary, fire, accident, or any destructive cause.

B. Exhibitor shall, at its own expense, secure and maintain through the period of Staffing World 2022, inclusive of move-in and move-out days, commercial liability insurance with combined single limit of at least \$1 million per occurrence for bodily injury and property damage. Such insurance shall name as additional insured the following: American Staffing Association, the MGM Grand, and their respective members, officers, agents, and employees. At least 60 days prior to the move-in date, exhibitor shall provide ASA with a certificate of insurance as evidence of coverage.

C. Exhibitor agrees to indemnify, hold harmless, and defend ASA and the MGM Grand, and their respective members, officers, directors, agents, and employees ("Indemnitees") from and against all liabilities, damages, actions, losses, claims, and expenses (inclusive of attorneys' 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, gross negligence, willful misconduct, fault, or violation of law or ordinance by the exhibitor or its employees, agents, contractors, patrons, or invitees.

12. GOVERNING LAW; WAIVER

This contract shall be governed, enforced, and construed in accordance with the laws of the Commonwealth of Virginia. Any legal action relating to this contract shall be brought in state or federal courts located in the Commonwealth of Virginia and the parties hereby irrevocably consent to the personal and subject matter jurisdiction of such courts for such purpose. ASA's waiver of, or failure to exercise, any right provided for in this contract shall not be deemed a waiver of any further or future right under this contract.

Initials of company representative