

**2019 PLRB Technology & Claims Symposium
2019 EXHIBITOR & SPONSORSHIP
TERMS, CONDITIONS, RULES, AND REGULATIONS**

1. Definitions

- A. Decorator** shall mean: Viper Tradeshow Services.
- B. Decorator's Website** shall mean: <http://www.vipertradeshow.com/>
- C. Facilities** shall mean: Embassy Suites Dallas-Frisco Hotel and Convention Center
Frisco, (Dallas) TX
Grand Ballroom 6
- D. Expo Manager** shall mean: The Property & Liability Resource Bureau's designated Expo Manager
- E. Set-Up Day of the Expo** shall mean: Monday, June 24, 2019 3:00 p.m. – 7:00 p.m. and
Tuesday, June 25, 2019 7:00 a.m. – 11:00 a.m.
- F. Opening Day of the Expo** shall mean: Tuesday, June 25, 2019 12:15 p.m. – 6:00 p.m.
- G. Closing Day of the Expo** shall mean: Wednesday, June 26, 2019 9:30 a.m. – 12:45 p.m.
- H. Year of the Expo** shall mean: 2019.

I. Fees:

	Affiliate Member Rate	Non-Member Rate
Exhibit Booth	\$1150 each	\$1360 each
Corners	\$125 additional each	\$125 additional each
Platinum Sponsorship	\$3600	\$4000
Gold Sponsorship	\$2100	\$2500
Additional Booth Staff	\$175 per person	\$250 per person

- J. Time:** All times indicated herein are in Central Standard Time.
- K. Applicant** shall mean the party listed on the application seeking exhibit space and/or seeking to sponsor the conference.
- L. Application** shall mean the application for exhibit space and/or sponsorship of the Conference submitted by the applicant, which is incorporated into and made part of these terms and conditions.
- M. Conference or Event** shall mean the PLRB Technology & Claims Symposium for the year of the Expo.
- N. Expo** shall mean the PLRB Technology & Claims Symposium Expo affiliated with the PLRB Technology & Claims Symposium.

Note: Privacy. Individuals participating in the event have rights to privacy under the law including the right to object to the use of their information as well as other rights. Sponsor agrees to comply with those laws and assist PLRB in meeting its obligations under such privacy laws where personal information is shared by PLRB with Sponsor.

2. Management and Supervision The Expo shall be governed by these Terms, Conditions, Rules, and Regulations, as well as the terms of the Regional *Exhibit Space and Sponsorship Application* issued by the Property & Liability Resource Bureau (PLRB) (hereinafter referred to as Expo Management).

3. Consideration for Exhibit Space and/or Sponsorship In consideration for rental of exhibit space and/or sponsorship of the Conference as indicated in the Application, Applicant is paying the applicable fee by including the requested credit card information on the Online Exhibitor/Sponsor application for American Express, Visa, Discover or Master Card or enclosing a check payable to "PLRB". Booth pricing is listed on the Application and under Paragraph 1 of these Terms, Conditions, Rules, and Regulations.

A. Standard benefits for exhibitors include:

1. 8 ft. deep X 10 ft wide Exhibit Booth space with basic exhibitor sign with company name and booth number.
2. 6 ft. table, 2 chairs, and 1 waste paper bucket.
3. Standard space as indicated in the application and assigned by expo manager.
4. Pipe and drape back and side walls 3' high on the sides and 8' high in the back. **Frisco Ballroom 6 is fully carpeted.**
5. Exhibitor Services Kit. The Decorator will e-mail Exhibitor Services Kits with shipping and material handling information and order forms for audio visual, electrical power, internet lines, lead retrieval equipment, and additional tables, and chairs. The kits are available online at the Decorator's website.
6. Company name, contact information, and description listed in the Exhibitor Directory.
7. Exhibitors will receive a Conference and Expo attendee list 30 days before the event with periodic updates leading up to the Event and a final list after the Event. Pursuant to PLRB policy, the list will contain the attendee's name, title, company name, city, and state. No addresses, telephone numbers, fax numbers, or e-mail addresses can be provided.
8. One full conference registration [includes sessions].
9. One expo-hall-only registration to staff the exhibit.
10. Access to Event's General Session for your expo-hall-only registrants.
11. Access for your expo-hall-only registrants to any offered morning continental breakfasts and coffee breaks for the event and exhibit hall food functions.
12. Option to purchase license for additional expo-hall-only registrants (aka Additional Booth Staff) to work your booth. Fees for Additional Booth Staff are listed above in paragraph 1. Additional Booth Staff is limited to 2 additional staff per space. Booth staff registered as paid conference attendees do not have to pay the Additional Booth Staff fee.

B. Not included in exhibit space registration fees:

1. Conference session registration. Except as indicated in A.8 above, exhibitors are not permitted to attend classes or educational sessions. However, registration is available at an additional fee. Refer to the conference program or <http://www.plrb-lirbregionals.org/> for fees and session listings.
2. Booth Furnishings and Services. Except as indicated in A.2 and A.4 above, all booth furnishings (including tables, chairs, carpet, etc.) and services (electricity, web connections, etc.) must be ordered at an additional cost to you through the Decorator. The Decorator will mail kits with shipping information and order forms for phones, internet lines, tables, chairs, and other items. The kits are available online at <http://www.plrb-lirbregionals.org/>.

C. Platinum Sponsorship benefits include:

1. Three full conference registrations including admission to all educational sessions plus two complimentary expo-hall-only registrations.
2. Company logo displayed in the promotion of the 2019 Technology & Claims Symposium.
3. Company logo displayed on the 2019 Technology & Claims Symposium web-site.
4. Company logo displayed on the email blasts promoting the 2019 Technology & Claims Symposium.
5. Company logo displayed as part of the On-site Technology & Claims Symposium signage.

6. Recognition at the General Session.
7. Recognition in the 2019 Technology & Claims Symposium Exhibitor/Sponsorship Directory.
8. Recognition in the 2019 App created for the Technology & Claims Symposium.
9. First option for being listed as a sponsor for the next PLRB regional event including logo displayed in direct mailing pieces.

D. Gold Sponsorship benefits include:

1. Two full conference registration including admission to all educational sessions plus one complimentary expo-hall-only registration.
2. Company logo displayed in the promotion of the 2019 Technology & Claims Symposium.
3. Company logo displayed on the 2019 Technology & Claims Symposium web-site.
4. Company logo displayed on the email blasts promoting the 2019 Technology & Claims Symposium.
5. Company logo displayed as part of the 2019 On-site Technology & Claims Symposium signage.
6. Recognition at the General Session.
7. Recognition in the 2019 Technology & Claims Symposium Exhibitor/Sponsorship Directory.
8. Recognition in the App created for the 2019 Technology & Claims Symposium.
9. First option for being listed as a sponsor for the next PLRB regional event including logo displayed in direct mailing pieces.

4. Hours (Note: *Expo hours are subject to change.* Check your exhibitor service kits for exact hours.)

BOOTH SET-UP

Set-up Day of the Expo----- 3:00 p.m. to 7:00 p.m.
Opening Day of the Expo--- 7:00 a.m. to 11:00 a.m.

ALL BOOTHS MUST BE SHOW READY BY 11:00 a.m. Opening Day of the Expo. Booths not set up by Opening Day of the Expo will not be allowed to set up until the end of the Expo hours.

BOOTH DISMANTLE/MOVE OUT

Closing Day of the Expo, 12:45 p.m. to 3:00 p.m. (***all freight must be claimed to avoid re-routing***)

Exhibitors may not begin to dismantle booths prior to 12:45 p.m. on the Closing Day of the Expo. Early booth dismantling is a distraction to the marketing efforts of your neighboring exhibitors and may result in loss of exhibiting privileges at future PLRB/LIRB events.

5. Material Handling Services and Union Rules Shipping of exhibit material will be arranged between the Exhibitor and the Decorator. Any booth furnishings, electrical furnishings, drayage, labor, and storage services will be contracted directly between Exhibitor and the Decorator. After payment of a rental fee and assignment of exhibition space by the *Expo* manager, Exhibitor will be mailed the Exhibitor Service Manual containing complete information concerning services provided by the Decorator. Exhibitor may also obtain the Exhibitor Service Manual on-line at the Decorator's Website.

6. Name Badges Expo name badges must be worn at all times by exhibitor personnel on the **Expo** floor.

Exhibitor Badges - Exhibitors will be furnished with one badge listing the exhibitor's name and the company's/organization's name. To minimize distractions to neighboring booths, exhibitors are restricted to three (3) booth staff per booth space at any given time.

Setup/Dismantle Special Passes -- Special passes will be available on-site for contractors and personnel assisting with the **Expo** set-up and/or dismantle process. These special passes will authorize admittance

on the **Expo** floor only during set-up/dismantle times. These special passes will be void during **Expo** hours of operation.

No other badge admittance -- Only **Expo** badges will authorize admittance onto the **Expo** floor during set-up and dismantle times.

7. Exhibitor Attendance The maximum number of exhibitor representatives permitted in their company exhibit at any one time is three [3] per booth space. The license to have three exhibitor representatives cannot be transferred from one exhibitor to another. This applies regardless of any relation or association of exhibitors.

8. Care of Exhibit Space Construction, decoration, and equipment of the exhibits must conform to local fire prevention, safety, and health codes and ordinances. Packing containers, shipping cartons, and similar materials may not be stored in the exhibit area. Use of nails, glue, paint, ink, or other materials that deface or mar the Facilities' or Decorator's property is prohibited. Exhibitor is liable for payment of any costs associated with damage from its conduct to the Facilities' or the Decorator's property.

9. Time of payment and Space Reservations.

A. Space or Sponsorship Reservation: No exhibit space or Sponsorship will be reserved in response to an application that is submitted to PLRB until PLRB receives and processes full payment for the space and/or Sponsorship applied for.

B. Space Allocation: Where possible, consideration will be given to allocating space based upon the applicants initial input (three choices); however, allocation will ultimately be based on what works best for the entire program as determined by the Expo Management. All exhibit spaces are subject to approval, assignment, or reassignment if necessary, by the *Expo Manager*. No refunds will be given as a result of any booth location reassignments. Booth allocation is essentially based upon a first-come, first-serve basis; however, consideration will be given to sponsors of the previous regional event who have renewed their sponsorship for the current event. The Expo Manager reserves the right to modify, at any time, the location, size, and display limits of a display booth where such modification is for the overall benefit of the Expo.

C. Maximum Exhibit Size: Each exhibitor or group of exhibitors under common management shall be limited to a total number of booth spaces not to exceed 5% of the total number of booth spaces available on the official show floor plan.

10. Display Limitations Exhibitor shall confine the display and promotional activities to their allocated space. Booth exhibits standing higher than 48" shall not exceed half way from the back display area, nor interfere with aisle traffic. Booth structures that block sightlines of neighboring booths are subject to removal. No exhibit can exceed 8 feet in height unless located on a perimeter wall.

11. Sound and Lighting Exhibit noise levels shall at no time infringe on the rights of neighboring booths. All lighting and audiovisual equipment operation shall not interfere with activities of other exhibitors.

12. Advertising by Others Advertising at the Expo is limited to those persons, firms, and corporations that have contracted and paid for exhibit space. No other persons, firms, or corporations will be permitted to demonstrate a product, solicit orders, or distribute advertising materials in the exhibition area. No exhibitor, sponsor or other entity shall distribute any publication at the conference or expo purporting to be or in any manner resembling an official or unofficial conference and/or expo daily, without express written consent of the Property Loss Research Bureau. No exhibitor, sponsor or other entity shall distribute materials at the conference or expo for which the exhibitor, sponsor or other entity sold advertising to third parties, unless express written consent is granted by the PLRB.

13. Assignment of Expo Space Exhibitor may not assign its contract for exhibit space or allow any other person or organization to use any part of the space without written permission from *Expo* management.

14. Liability of Exhibitor or Sponsor. Exhibitors and Sponsors are responsible for obtaining any and all insurance coverage for its exhibit and all personal property owned, rented, leased, borrowed, or used by Exhibitor as part of its exhibit and coverage for its conduct.

Exhibitor agrees to obtain insurance providing for a limit of not less than one million dollars (\$1,000,000) during the dates of the Expo, including move-in and move out days, and shall be prepared to show a certificate of insurance to PLRB if requested for the following coverage: (a) commercial general liability insurance coverage including protective and contractual liability coverage for bodily injury and property damage, (b) employers liability insurance; (c) worker's compensation/occupational disease coverage in full compliance with state and federal law; (d) comprehensive general liability auto liability insurance covering owned, unowned, and hired vehicles, including loading and unloading hazards. Exhibitor shall name PLRB and facility ownership and management as additional insureds.

Exhibitor must make provision for the safeguarding of all goods it owns, rents, or leases from the time they are placed in the exhibit space until they are removed by its agents. *Expo* management shall not be liable or responsible for, shall not insure, and shall not guarantee to Exhibitor, the safety of exhibits materials against fire, accident, theft, or any loss or injury whatsoever.

Any damage or destruction of others' property or personal injury to others resulting from the conduct of Exhibitor, its agents, or employees will be Exhibitor's sole responsibility.

Expo management disclaims any liability for destruction of others' property, personal injury to others, or any dispute arising from the contractual relationship of Exhibitor and the Decorator.

Exhibitor or Sponsor agrees to protect, save, and hold the PLRB, the Facilities, and all agents and employees thereof (hereinafter collectively called Indemnities) forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitors or those holding under the exhibitor. Further, the exhibitor shall, at all times, protect, indemnify, save and hold harmless the Indemnities against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees or business invitees, which arise from or out of or by reason of said exhibitor's occupancy and use of the exhibition premises, the hotel, or any part thereof.

15. Failure to Occupy Space If the exhibitor does not claim or occupy its assigned space before 11:00 A.M. CST on Opening Day of the Expo, *Expo* management may, at its option, terminate the contract and reassign the space to another exhibitor. The defaulting exhibitor will not be entitled to a refund of its rental fee.

16. Cancellation by Exhibitor or Sponsor In the event the exhibitor or sponsor cancels the Application and agreement up to 6 months before the Expo, *Expo* management will refund fees, less a 10% administrative fee. In the event an exhibitor cancels the application and agreement between 6 months and 90 days before the Expo, *Expo* management will refund 50% of the fee paid by the exhibitor. In the event the exhibitor cancels the application and agreement less than 90 days before the Expo, the exhibitor will receive no refund of fees. Sponsor cancellations received 6 months or less before the start of the year's first regional adjuster conference cannot be refunded because printed materials including the sponsor logos have already been developed for each regional meeting.

17. Cancellation by Management or Inability to Hold Exhibits

Pre Event: If *Expo* management cancels the Expo before Opening Day of the Expo or if, before the Opening Day of the Expo, causes beyond the control of *Expo* management arise which prevent the planned holding of the **Expo**, the exhibitor and/or sponsor will be refunded 90% of its rental fee. Management will not be liable for any other expenses the exhibitor or sponsor might incur or any consequential damages the exhibitor or sponsor may claim.

At Event: If *Expo* management cancels the **Expo** on the Opening Day of the Expo or if on the Opening Day of the Expo causes beyond the control of *Insurance Services Expo* management arise which prevent the planned

holding of the **Expo**, the exhibitor and/or sponsor will be refunded 75% of its rental fee. *Expo* management will not be liable for any other expenses the exhibitor or sponsor might incur or any consequential damages the exhibitor or sponsor may claim.

Day two: If *Expo* management cancels the **Expo** before the show on the Second Day of the Expo or if before the show on the Second Day of the Expo causes beyond the control of *Insurance Services Expo* management arise which prevent the planned holding of the **Expo**, the exhibitor will be refunded 75% of its rental fee. *Expo* management will not be liable for any other expenses the exhibitor might incur or any consequential damages the exhibitor may claim. No refund will be made to sponsors.

18. Impossibility The performance of this agreement by either party is subject to acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, curtailment of transportation facilities, or other similar cause beyond the control of the parties making it inadvisable, illegal, impractical or impossible to hold a successful meeting or to provide the facility. This agreement may be terminated without penalty for any one or more such reasons by written notice from one party to the other, except as provided in paragraphs 16 and 17 above.

19. Playing or Performing of Music Exhibitor represents and warrants that no musical work protected by copyright will be staged, produced or, otherwise performed via either "live" or "mechanical" means, by or on behalf of Exhibitor, unless Exhibitor has previously obtained written permission from the copyright owner's designee (e.g. ASCAP, BMI, or SESAC) for such use.

Exhibitor further represents and warrants that it shall be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including but not limited to all obligations to report data and pay royalty fees.

Exhibitor agrees to indemnify, save and hold harmless and defend PLRB, its directors, officers, agents, employees, and each of them, from and against any and all claims, costs and expenses (including legal fees and expenses), demands, actions, and liabilities of every kind with respect to any breach of the foregoing representations and warranties.

20. Special Assistance/ADA Compliance In compliance with the American with Disabilities Act, all exhibitor personnel needing special assistance should contact the PLRB with their requests.

21. Application Acceptance Acceptance of an application does not mean endorsement by *Expo* management of the applicant's service or product. Rejection of the application does not imply disapproval of the applicant's service or product.

22. Exhibitor Conduct *Expo* management has authority to prohibit an exhibit from continuing, if at any time the purpose and character of the **Expo** is jeopardized by the continuation of the exhibits. In the event of an exhibitor discontinuation order, management will not be liable for any refund of the exhibit space rental fee.

23. Promotional Demonstration and Handouts Demonstrations of products or services, as well as distribution of souvenirs, samples, and other promotional items shall not disrupt traffic flow nor infringe on visitors' and other exhibitors' rights. Exhibitor drawings and raffles are not permitted. *Expo* management reserves the right to approve all promotional demonstrations and/or handouts to be used by exhibitors. Exhibitor assumes all liability as indicated in paragraph 14.

24. Entertainment Policy The purpose of the Conference is education. The strength, reputation, and national support of the Regional Conferences are the result of its commitment to hardworking, intense professional development.

The official Regional Adjuster Conference program also provides helpful forums for networking among insurers' claims professionals and claims service providers. Any additional activity sponsored by a claims service provider in conjunction with the Conference that undermines or conflicts with the primary educational purpose and reputation of the Conference is prohibited.

As example, entertainment during conference and expo hours is a conflict and prohibited. Also, after-hours entertaining of fifteen or more conference attendees by any one person, organization, or group that extends past 11:00 p.m. on an evening before morning sessions undermines the educational experience and is prohibited. "Adult themed" entertainment undermines the reputation of the event and is prohibited.

Failure to comply with the policy can result in sanctions, including but not limited to:

Loss of exhibiting or sponsoring privileges at PLRB/LIRB events

Loss of speaking privileges at PLRB/LIRB events

Loss of attendance privileges at PLRB/LIRB events.

25. Raffles Because raffles, sweepstakes and lotteries are generally prohibited by law, Exhibitors are prohibited from holding raffles, sweepstakes or lotteries at PLRB events including the Expo. Furthermore, any giveaways to attendees, including attendees who may participate in a lawful game of skill, must be of *de minimus* value (\$25.00 or less). The intention of the games of skill is to create networking opportunities between attendees and exhibitors. Please refrain from promoting the gift prize solely to draw attention to the booth.

26. Image/Photo/Video Release - I understand that PLRB or its agents may create images and recordings for educational or commercial purposes of the events including the conference and expo. The recording may be filmed or photographed. In consideration of applicant/exhibitor/sponsor interest in furthering the educational purposes of the PLRB and the claims industry, I hereby consent to any recording of all exhibit staff and company name and logo on videotape, film, audio tape, paper, digital medium, or otherwise, by PLRB, its agents, servants, or employees at the event. I authorize the use of such recordings for any proper and legitimate educational or commercial purposes by the PLRB, in any media form.

I acknowledge PLRB's ownership of the recorded presentation and further agree that PLRB may use names, likenesses and company names and logos for the purpose of promoting use of PLRB events and services. I understand that this release includes without limitation the right to edit, mix or duplicate and to use or re-use the recordings in whole or part as PLRB may elect. PLRB makes no warranties regarding the quality or character of the finished products. By signing this agreement I agree to notify my staff in attendance of this policy. Those not accepting these conditions may not attend.

27. Exhibit Hall Agreement This contract with exhibitor is subject to terms of the agreement between PLRB and the Facilities.

28. Interpretation/Choice of Law Expo management has total authority of interpretation and enforcement of these Terms, Conditions, Rules, and Regulations and reserves the right to amend them at any time for the benefit of the **Expo**. Exhibitors/Sponsors and their representatives who violate these Terms, Conditions, Rules, and Regulations or who, in the opinion of Insurance Services Expo management, conduct themselves unethically, may be dismissed from the **Expo and/or Conference** without refund or other appeal and may be excluded from participation in future Conferences and **Expos**.

Should either party resort to litigation or any form of alternative dispute resolution, the parties agree that the jurisdiction, venue and choice of law shall be DuPage County, Illinois.

29. Entire Agreement This Agreement contains the entire agreement between PLRB and Exhibitor/Sponsor and there are no other promises or conditions in any other agreement oral or written. This Agreement supersedes any prior written or oral agreements between PLRB and Exhibitor.

30. Severability Should any provision of this Agreement prove to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

31. Release of Liability Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Facilities, its owners or managers that results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, the PLRB, the Facilities, their owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor 's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof.