

# SPONSORSHIP APPLICATION & CONTRACT

TAPPI, the leading association for the worldwide pulp, paper and allied industries is the owner and organizer of TAPPICon 2022, hereinafter referred to as "Show" and Show includes the exhibits and any official conferences occurring with the Show. "Exhibitor" refers to the company or entity making application to rent or use space at the Show and/or sponsoring activities at the Show.

**1. SPACE RENTAL CHARGE:** Booth space rental charges are posted on the front of the Exhibit Contract and are non-negotiable.

**2. PAYMENT:** Applications submitted prior to December 1, 2021 must be accompanied by a deposit of fifty percent (50%) of the total space rental charge, with the total balance due by December 1, 2021. Applications submitted after December 1, 2021 must be accompanied by full payment of the space rental charge.

**3. CANCELLATION OF CONTRACT:** In the event Exhibitor must cancel their request for exhibit space, the rental fee paid will be refunded in full, less 20% of the booth cost, if the notice of cancellation is received by TAPPI in writing prior to December 1, 2021. No refunds will be made after December 1, 2021, even if space is resold. In addition, Exhibitor loses the right to use any complimentary registrations, passes, discounts and/or tickets granted by this contract as part of Show participation. Show Management reserves the right to terminate this contract immediately and to withhold from Exhibitor possession of the exhibit space and Exhibitor shall forfeit all space rental fees paid if, (a) Exhibitor fails to pay all space rental charges by December 1, 2021, or (b) Exhibitor fails to perform any material terms or conditions of the contract or refuses to abide by these Rules and Regulations set forth by Show.

**4. ELIGIBLE EXHIBITS:** Show Management reserves the right to determine eligibility of any company or product to participate in the Show. Show Management can refuse rental of exhibit space to any company whose display of goods or services is not, in the opinion of Show Management, compatible with the educational character and objectives of the Show.

**5. DEADLINES FOR EXHIBIT SPACE:** The first assignment of exhibit space will be made based on applications received by November 1, 2021. Assignment of exhibit space at this time will be made based on the date the application and deposit are received, with priority given to current TAPPI Exhibitors and TAPPI Sustaining Members. After November 1, 2021 and the initial assignments have been completed, applications will be assigned on a first-come-first-served basis.

**6. ALLOCATION OF SPACE AND ASSIGNMENT:** Whenever possible, Show Management intends to make space assignments in keeping with the Exhibitor's desired location. During the initial assignments, if two or more exhibitors request the same location, preference will be given to the exhibitor by date of application receipt and TAPPI Sustaining Company Member status. TAPPI reserves the right to make the final determination of all space assignments in the best interest of the Show.

**7. SUBLETTING OF EXHIBIT SPACE:** Exhibitors may not assign, sublet or share their exhibit space with another business or firm, even if Exhibitor cancels the booth, unless approval has been obtained in writing from Show Management. Exhibitors must show goods manufactured or dealt in by Exhibitor in the regular course of Exhibitor's business. Should an article of a firm or business not contracted to participate in the Show be required for operation or demonstration in Exhibitor's display, identification of such article shall be limited to the usual and customary nameplates, imprint or trademark under which same is sold in the general course of business.

**8. LIABILITY:** Neither TAPPI, Show Management, its members, nor the representatives and employees thereof, Naylor, or any other TAPPI authorized contract help, its official service contractors nor the facility nor its representatives and employees will be responsible for injury, loss or damage that may occur to Exhibitor or to Exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the this contract. It is agreed by the parties that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in numerous booths, and various other factors make it reasonable that Exhibitor shall assume risk of any injury, loss or damage, and Exhibitor, by signing this contract, hereby assumes such risk and expressly releases Show Management and its agents from any and all claims for any such loss, damage or injury. Protection against unauthorized removal of property from the booth occupied by the Exhibitor shall be the Exhibitor's responsibility.

**9. EXHIBITOR INSURANCE:** Exhibitor shall, at Exhibitor's sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$1,000,000. Such insurance shall name TAPPI as an additional insured. Workers Compensation and Occupational Disease insurance shall be in full compliance with all federal and state laws, covering all of Exhibitor's employees engaged in the performance of any work for Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to and from the confines of the hall.

**10. DISABILITY PROVISIONS:** Exhibitor shall have sole responsibility for ensuring that their exhibit is in full compliance with the Americans with Disabilities Act and any regulations implemented by that Act.

**11. DAMAGE TO PROPERTY:** Exhibitor is liable for any damage caused to Show facilities (e.g. building floors, walls or columns), or to standard booth equipment, or to another Exhibitor's property. Exhibitor may not apply paint, lacquer, adhesives, stickers or other coating to building columns and floors or to standard booth equipment.

**12. LABOR:** Exhibitor is required to observe all contracts in effect between service contractors and the facility.

**13. INSTALLATION:** Exhibit installation in the facility depends on the location of Exhibitor's exhibit space. Scheduled move-in dates are published in the Exhibit Service Manual for the Show.

Exhibit displays must be fully set up and ready by 10:00am on Monday, May 2, 2022. After that time, any unattended booths will be set up at the discretion of Show Management, and all expenses will be charged to Exhibitor. In the best interest of the Show, Show Management reserves the right to reassign any unset exhibit space after 10:00am on Monday, May 2, 2022.

**14. DELIVERY AND REMOVAL DURING SHOW:** Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during open hours of the Show without written permission from Show Management. All arrangements for delivery, during non-show hours, of supplies, such as flexible materials, cartons and products to be packaged must be made with Show Management. No deliveries may be made during show hours.

**15. REMOVAL OF HAND-CARRIED MATERIALS:** Removal passes will be required to remove any materials from the floor. These passes are available from TAPPI Show Management. Portfolios, briefcases and packages will be subject to inspection by the security guards.

**16. ADMITTANCE DURING NON-SHOW HOURS:** Booth personnel will not be permitted to enter the exhibit floor of the Show earlier than one hour before the scheduled opening time each day of showing and will not be permitted to remain on the exhibit floor after closing hour each evening. If Exhibitor requires additional time, Exhibitor must check with Show Management at least one day prior.

**17. INSTALLATION AND DISMANTLING PERSONNEL:** Exhibitor may provide own exhibit furnishings, and may specify own independent contractor for the installation and dismantling of the Exhibitor's booth space. The Exhibitor is responsible for ensuring that any Exhibitor-appointed contractors supply Show Management with a valid Certificate of Insurance, naming TAPPI as an additional insured, with a minimum of \$1,000,000 liability coverage, including property damage. If Exhibitor uses companies other than Show's official contractors, Exhibitor must advise them to check with the Exhibitor Service Center upon their arrival. Copies of all job orders must be presented at that time for Show Management to qualify that contractor's participation. Upon verification, official service badges allowing access to the Show area during service hours only will be issued.

**18. CONFLICTING EVENTS DURING SHOW HOURS:** Exhibitor and Sponsors agrees not to extend invitations, call meetings, hospitality events or otherwise encourage the absence of industry professionals from the Show and meeting rooms during the hours of all Show activities. All requests for meeting rooms, hotel suites and special function rooms must be approved by Show Management. If Exhibitor and/or cancels their exhibit space or sponsorship, Exhibitor will automatically lose the opportunity to use any approved meeting rooms, hotel suites or special function rooms.

**19. DISMANTLING:** Exhibitor's displays must not be dismantled or packed in preparation for removal prior to the official closing time. Exhibitor's Booth must be fully staffed and operational during the entire Show. At the close of the event, all exhibit displays or materials left in the Booth without instructions will be packed and shipped at the discretion of Show Management, and all charges will be applied to the Exhibitor. Any Exhibitor dismantling prior to the official closing time will be fined \$500 and may lose Exhibitor priority booth selection status.

**20. BADGES:** Official badges for the Show will be required for entry into the exhibit hall at all times. Badges are not transferable and those worn by other than the person to whom issued will be confiscated. Business cards are not to be used in badge holders. Exhibitors may be granted an allotment of full conference badges per exhibit space (please refer to exhibit pricing for specifics). Badges needed in excess of this allotment must be purchased at the rate designated in the current TAPPICon 2022 exhibitor and sponsorship prospectus.

**21. CHARACTER OF EXHIBITS:** The general rule of the exhibit floor is "be a good neighbor." No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Exhibitor's booth personnel, including demonstrators, hosts/hostesses and models, are required to confine their activities within Exhibitor's booth space. Apart from the specific display space for which an Exhibitor has contracted herein, no part of the facility and its grounds may be used by Exhibitor or Exhibitor's agents other than Show for display purposes of any kind or nature without Show Management approval. Within the public hotel property, Exhibitor brand or company logos, signs, and trademark displays will be limited to the official Show area only.

A. Attire. Representatives should be conservatively and appropriately attired to maintain the professional and business-like climate of the Show. Show Management reserves the right to judge the appropriateness of any attire worn by Exhibitor's personnel.

**B. Sound:** Videos or movies relating to Exhibitor's equipment will be permitted, provided projection equipment and screen are located on the rear one-third of the booth, and all viewers stand or sit within the booth. Sound videos or movies will be permitted only if the sound is not audible in the aisle or neighboring booths. Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighboring Exhibitors. Show Management will be the sole arbitrator and determiner of reasonable sound levels.

**C. Lighting:** In the best interest of the Show, Show Management reserves the right to restrict the use of glaring lights or objectionable light effects. The use of flashing electric signs or lights is not permitted.

**D. Booth Exteriors:** The exterior of any display cabinet or structure facing a side aisle, or adjacent Exhibitor's booth must be suitably decorated at Exhibitor's expense.

**E. Objectionable Activities:** In fairness to all Exhibitors, no obstructive or objectionable activity will be permitted during show hours. Examples of such activity include - noisily operating displays, producing objectionable odors or other lewd or visual obstructions or behaviors. Show Management serves as sole judge of objectionable material or behavior.

**22. MUSIC LICENSING:** Exhibitor represents and warrants that Exhibitor shall comply with all applicable copyright restrictions involving the Show, including but not limited to, any music performance agreement between Show and BMI. Exhibitor further represents and warrants that Exhibitor shall obtain any necessary licenses or permissions under the copyright laws for use during the Show and will present Show Management a copy of such license or permission if requested by Show Management.

**23. DISPLAY HEIGHTS:** Display material (including show cases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) and equipment must adhere to the Exhibit Construction Guidelines outlined on the floor plan and in the Exhibit Service Manual.

**24. POSITIONING RUNNING MACHINERY IN RELATION TO AISLE:** To ensure the safety of all Show participants, any operating machinery and equipment shall be positioned so that no portion is closer than 3 feet from the aisle.

**25. RELOCATION OF EXHIBITS:** Show Management reserves the right to alter the location of exhibit spaces, at its sole discretion, in the best interest of the Show.

**26. FIRE REGULATIONS:** Fire regulations require that all display materials be fire resistant or treated with a flame-retardant solution to meet requirements of the standard flame test as provided in the facility for fire prevention. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories. No storage of any kind is allowed behind the back drapes or in the exhibit space. All cartons, crates, containers, and packaging materials will be stored by the official service contractor, as the facility has no crate storage space apart from that assigned by Show Management. Up to one day's supply of operational materials may be stored within the exhibit space. All aisles, corridors, exit areas and exit stairways must be maintained at their required width at all times that the Show is open. No obstruction such as chairs, tables, displays or other materials will be allowed to protrude into the aisles. Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this Show. Compliance with such laws is mandatory for all Exhibitors and the sole responsibility is Exhibitor's.

**27. PHOTOGRAPHY AND SKETCHING:** Cameras may be carried in the exhibit area, but under no circumstances may photographs be taken without expressed authority of Exhibitor concerned in each case. Sketching or drawing machinery or products on display is prohibited.

**28. FOODSERVICE:** All approved arrangements for all food, beverage and alcohol service must be made with the caterer at the facility.

**29. FAILURE TO HOLD SHOW.** TAPPI's performance of the Contract and this Addendum, in full or in part, is subject to acts of God, pandemic, epidemic, illness or outbreak of disease, government acts or orders, war, insurrection terrorist act, radioactive contamination, curtailment or delay in transportation facilities, or any other cause outside of TAPPI's control (collectively "Force Majeure Events") that make it impossible, impracticable, inadvisable, or illegal for TAPPI to perform its obligations under the Contract and this Addendum. In the event the Show is cancelled, postponed, curtailed or abandoned due to a Force Majeure Event, Exhibitors and Sponsors will not be reimbursed for any rental fees or deposits paid.

**30. EXHIBIT GUIDE:** To be listed in the printed Exhibit Guide, Show Management must receive the completed and signed space application and full payment prior to March 15, 2022.

**31. AMENDMENT OF RULES:** Show Management reserves the right to make changes, or additions to these rules should the need arise. All changes and additions so made shall be binding on Exhibitor and Sponsor provided all Exhibitors and Sponsors will be advised of any changes. Any matters not specifically covered herein are subject to decision by Show Management.