EXHIBIT MANAGEMENT

The words “Exhibit Management” and “Management” as used herein refer to Materials Research Society (MRS), its officers, directors, employees, members or agents.

LOCATION, DATES & HOURS
The exhibit location, dates and hours will be as indicated in the Exhibitor Prospectus. Exhibit Management reserves the right to make changes in the exhibit dates and/or hours; however, such changes will be made known as far in advance as possible.

SPACE ASSIGNMENT
Booth space will be assigned at the discretion of Exhibit Management based on company seniority and/or booth configuration. Whenever possible, booth assignments will be made in keeping with the location preferences requested by exhibitor. Assignment of exhibitor’s preferred booth is not available, assignment of the most comparable booth still available will be made. Exhibit Management reserves the right to alter exhibitor’s assigned location at any time it deems in the best interests of the Exhibition. Exhibit Management will consult with exhibitor before exercising its discretion.

SUBLETING OF SPACE
No exhibitor shall assign, sublet or apportion the whole or any part of the space allotted without the knowledge and written consent of Management.

ARRANGEMENT OF EXHIBITS
Exhibitors agree to arrange their exhibits so as not to obstruct sight lines of neighboring exhibitors. A maximum back wall height on linear booths is restricted to 8 feet in the rear half of the booth space, with a 4-foot height restriction imposed on all materials in the remaining space forward to the aisle. No partitions other than the side rails provided by Management are allowed unless specifically approved in advance. The entire cubic content of an island booth may be used up to the maximum height and depth of 15 feet, including signage.

DISPLAYS AND DECORATION
Management shall have full discretion and authority in the placement, arrangement and appearance of all items displayed by exhibitors. Aisle space may not be used for exhibit purposes, displays or signs. Exhibit space includes 8-foot high back drape and 3-foot high side drape. This drape is not intended as a display fixture, therefore, product and signs should not be attached or affixed. Exhibitors are required to use dollies, hand trucks or other mechanical equipment. This includes, but is not limited to, use of dollies, hand trucks or other mechanical equipment. This includes, but is not limited to, I&D and facility employees. Unions claim jurisdiction under all other circumstances.

INSTALLATION AND DISMANTLING
Displays must be completely assembled at least 30 minutes prior to the opening of the exhibit. In order to conform to union contract rules and regulations, it will be necessary that all exhibitors use qualified union personnel for the installation and dismantling of exhibits and for material handling within the show. The handling, placing or setting out of merchandise that is to be displayed does not require union labor and may be done by the exhibitor. Any installation of exhibits or displays which requires the use of hand tools, more than one person or longer than 30 minutes to install (including crating or uncrating), or exceeds ten feet in any direction shall be installed by union personnel.

Exhibitors must use extreme caution when operating equipment from any such claims, as well as MRS officers, directors, employees, members and agents.

RULE CHANGES
Exhibit Management reserves the right to modify or supplement these rules and regulations on the operation of the exhibit, and exhibitor agrees to be bound by them. Violations of any of these terms or regulations on the part of exhibitor, its employees or agents shall, at the option of Management, constitute cause for Exhibit Management to terminate this Agreement, expend exhibitor from the exhibit, and exhibitor shall forfeit all fees paid to Exhibit Management.

BOOTH ACCESSIBILITY
Under Title III of the Americans with Disabilities Act, each exhibitor responsible for making his exhibit accessible to the disabled, and shall indemnify, defend and hold harmless Exhibit Management and the facility against failure to do so. Exhibitors who have constructed, or are planning to construct, second story booths are among those Exhibitors who must comply with this federal law.

COMPETING EVENTS
Rooms are available for receptions, product demonstrations, meetings, etc. and must be reserved through Exhibit Management. Scheduling of private functions, cocktail parties or other events during exhibit hours or during MRS special functions is strictly prohibited.

SUPPLIERS
Exhibitor acknowledges that Exhibit Management does not own, operate or in any other manner exercise any control or influence over third party suppliers to the exhibit, and that Exhibit Management acts solely as exhibitor’s agent in arranging with such suppliers for the provision of goods and services for the exhibit. As such, Exhibit Management does not assume any responsibility for and cannot be held liable for personal injury, property damage, or loss, or for any acts, errors, omissions, irregularity which may be occasioned by any wrongful or negligent acts or omissions on the part of any of the suppliers, their employees, or any other party not under the control of Exhibit Management.

INSURANCE
Exhibitor agrees to maintain general liability insurance in an amount not less than One Million Dollars ($1,000,000) to cover its potential liabilities under this Agreement, and shall name as additional insureds under exhibitor’s liability policy for the period of the exhibit including move-in and move-out periods: Exhibit Management; Freeman; the Phoenix Convention Center; and all directors, members, officers, agents, employees, affiliates and subsidiaries of each of the above.

SECURITY AND LIABILITY
Exhibit Management will provide general security service on a 24-hour basis to the exhibition area from the beginning of move-in hours through the conclusion of the exhibition. It is suggested that each exhibitor insure his own property against loss and theft. Neither Exhibit Management, the Phoenix Convention Center nor Freeman will assume responsibility for the safety of the property of the exhibitor, his officials, agents or employees, from theft, damage by fire, accidents or other causes but where reasonably care to protect them against such loss. The exhibitor agrees to make no claim against Exhibit Management, the Phoenix Convention Center or Freeman, and will protect, indemnify, defend, and save the above-named, harmless from any and all losses, costs, damages, liability, or expenses (including attorney’s fees) arising from the occurrence of any accident, injury, property damage or loss, or from claims or occurrences to any person, including exhibitor, its employees and agents, or any business invitees, arising out of or related to exhibitor’s occupancy or use of the exhibition premises in the exhibit or in and adjacent to the Phoenix Convention Center, including storage and parking areas.

Exhibit Management will not be liable for the fulfillment of this contract as to the delivery of the exhibit. Non-delivery is due to the following causes: reason of the building being made unavailable or unusable or being destroyed by fire, act of God, public enemy, strikes, the authority of law, or for any other cause beyond its control. In the event of its not being able to hold the exhibit for any of the above named reasons, Management will refund to each exhibitor the amount paid for the space, less a pro-rata proportionate share of all the expenses incurred by Exhibit Management for the exhibit.

MRS CODE OF CONDUCT & COMPLIANCE REMINDER
All MRS Meeting and Exhibit participants are expected to adhere to the MRS Code of Conduct and Compliance Reminder, which can be found at www.mrs.org/code-of-conduct and www.mrs.org/compliance-reminder, respectively.

MRS RECORDING/PHOTO POLICY
MRS reserves the rights to any approved audio and video production of presentations at all MRS events. No individual or entity may electronically record or broadcast any portion of the MRS Meeting without prior written consent of MRS. Unauthorized recording (audio, video, still photography, etc.) of presentations during sessions, posters, workshops, tutorials, etc., without the express written consent of MRS and individual authors, is strictly prohibited. Press representatives must receive a Press Pass and photo/recording permission from MRS.

Attendees or exhibitors are encouraged to network and enjoy the meeting experience. As such, capturing memories of casual meeting activities and networking is permitted with the permission of those being prominently photographed. Photographing formal meeting presentations, posters, or displays is forbidden without permission of MRS and the presenter.

USE OF COPYRIGHTED MUSIC
Exhibitor warrants that no music played or performed in connection with the exhibit or expose MRS or its officers, directors, members, employees or agents to any copyright claims, including, but not limited to, demands from music licensing organizations. Exhibitor will indemnify, defend and hold MRS harmless from any such claims, as well as MRS officers, directors, employees, members and agents.

SAFETY PRECAUTIONS
Exhibitors must use extreme caution when operating equipment which could cause eye damage, emit excessive radiation or in any way harm visitors to the exhibit area. Exhibitor is responsible for ensuring that no exhibits or displays, in any form, contain any materials which might be hazardous in any way to the general public and may not display any exhibits, in whole or in part, which because of noise, safety hazards or for other reasons might be ejected by Management. Management reserves the right to restrict, reject, prohibit or remove any exhibit, in whole or in part, which because of noise, safety hazards or for other reasons Management, in its judgment, determines may be harmful to the show site. Even local exhibitors should clear all movements of exhibit materials through the necessary regulatory authorities must be received by Management at least one week prior to the start of the exhibit.

RESTRICTIONS
The exhibit is scientific and educational; sales during the show are prohibited, including the taking of orders.

CANCELLATIONS
On cancellations received on or before February 1, 2019, all sums, less a service charge of 20% of the total booth cost, will be returned to the exhibitor. On cancellations received after February 1, 2019, no refunds will be made.

CHANGE IN MANAGEMENT
Exhibit Management reserves the right to modify or supplement these rules and regulations on the operation of the exhibit, and exhibitor agrees to be bound by them. Violations of any of these terms or regulations on the part of exhibitor, its employees or agents shall, at the option of Management, constitute cause for Exhibit Management to terminate this Agreement, expend exhibitor from the exhibit, and exhibitor shall forfeit all fees paid to Exhibit Management.

MRS 2019 Spring Exhibit Rules & Regulations