



2012 Member Marketplace Tradeshow Prospectus

There's No Stopping Us Now

August 7, 2012 * Loews Hotel * Miami Beach, FL



Act Now – Become an Exhibitor Today!

To apply for and reserve an exhibit booth, please contact Goodwill Industries International events and conferences team before May 31, 2012.

Goodwill Industries International's (GII's) Member Marketplace Tradeshow is an event dedicated to showcasing existing and potential vendors to an audience of Goodwill® employees in the retail, marketing, contracts, business development, information technology and financial disciplines. Purchasing and retail personnel from approximately 165 independent Goodwill agencies (also known as member agencies) who represent more than 2,600 Goodwill retail stores in the United States and Canada, are scheduled to attend.

When you exhibit at the Member Marketplace Tradeshow, you will have the opportunity to introduce yourself personally to the stakeholders directly involved in purchasing decisions. At the same time, Goodwill professionals can learn from industry leaders like you and explore newly available business tools and practices.

Don't miss this once-a-year opportunity to meet with Goodwill's purchasing decision makers. Reserve your booth space today, and leverage GII's national footprint to position your company's brand.

Contact:

Goodwill Industries International
Events and Conferences
Attention: Naomi IHEME,
15810 Indianola Drive
Rockville, MD 20855
Direct: (240) 333-5345
Fax: (301) 258-0578
marketplace@goodwill.org

Goodwill Industries Organizations in Canada and the United States





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Goodwill Industries International (GII) provides sponsorship, partnership, vendor and tradeshow opportunities to organizations that have goods and services that may benefit Goodwill member agencies. Each Goodwill agency operates independently and makes its own purchasing decisions. An organization's affiliation as a sponsor, partner, vendor or tradeshow exhibitor with GII does not imply that GII favors one company over another.

Goodwill® and Goodwill Industries® are registered trademarks of Goodwill Industries International, Inc. Other product and company names mentioned herein may be the trademarks of their respective owners.

Goodwill Industries International • 15810 Indianola Drive • Rockville, MD 20855 • USA



Why You Should Exhibit

Exciting New Highlights This Year

- Dedicated Exhibit Hours – No competing sessions!
- Lead Retrieval Systems
- Meeting Opportunities – “Reverse Tradeshow”
- Pre- and Onsite Exhibitor Marketing
- Dedicated Vendor Presentation time (limited to GII Event Deluxe Sponsors)



Build relationships.

When you exhibit at Goodwill's Member Marketplace Tradeshow, you are participating in an invaluable networking and learning opportunity that allows you to personally introduce yourself to potential new customers, build upon your current standing relationships, demonstrate new industry innovations and distribute samples of your products to keep your organization top of mind for conference attendees. Representing your company at the tradeshow allows you to network with and demonstrate your products and services to key decision makers from approximately 165 Goodwill agencies throughout the United States and Canada.

Market your organization face to face.

The Member Marketplace Tradeshow happens only once a year and is an exhibition designed for vendors to showcase their products and services face to face to Goodwill staff from retail, marketing, purchasing, business development, information technology and finance disciplines. At the same time, Goodwill professionals can learn from industry leaders like you and explore newly available business tools and practices.

Align with the Goodwill brand.

When you work with Goodwill, you form a bond with the second largest nonprofit organization in the United States (according to [Forbes.com](https://www.forbes.com)) and one of the nation's top five most valuable and recognized nonprofit brands (according to [Cone LLC](https://www.conellc.com)). Aligning with such a powerful brand and household name allows your organization to expand its sales revenue and reach audiences it may otherwise leave untapped.



Align with Goodwill's mission and help change lives.

Partnering with Goodwill makes great business sense, and helps improve the lives of people in the communities where you live and work. Goodwill generates opportunities for people to achieve economic stability and build strong families and vibrant communities by offering job training, employment placement services and other community-based programs for people who have disabilities, lack education or job experience, or face other employment challenges. By working with Goodwill, you become a part of that.



What You Need to Know

Benefits

Each 8-by-10-foot booth reserved includes:

- i. One (1) skirted 6' by 2' table
- ii. One (1) booth identification sign
- iii. Two (2) side chairs
- iv. Two (2) "Exhibit Hall Only" badges
- v. One (1) waste basket with liner
- vi. Booths have 8' high back walls and 3' high side dividers

Each Reverse Tradeshow Table top includes:

- i. One (1) skirted cocktail table
- ii. One (1) booth identification sign
- iii. Four (4) side chairs
- iv. Two (2) "Exhibit Hall Only" badges
- v. One (1) waste basket with liner

All Exhibitors will also receive the following:

- i. Listing in exhibitor marketing material, including Goodwill's public and internal websites, the conference program (Learning Journal), and tradeshow hall signage, as well as an opportunity to participate in the GII tradeshow game.
- ii. Attendance at GII-hosted breakfast reception

All Exhibitors are responsible for:

- i. Computer hook-ups, video equipment and/or connection, and storage space at an additional cost.
- ii. Vendors must work with the GII contracted exhibitor decorator. See terms and conditions.

Exhibit Fees

\$2,000 (8-by-10-foot booth)

\$1,000 (Reversed Tradeshow Table Top)

\$ 300 (Fee for staff exceeding 2 persons/ booth)

Payment Terms

Payment must be made by credit card only and must be received by May 31, 2012. Visa, MasterCard, or American Express only accepted. Space will not be assigned without full payment.

Reservation Times

Exhibit space registration will begin on April 1, 2012 and close on May 31, 2012. There will be no on-site registration.

Cancellation Policy

Written cancellations received before May 31, 2012, will be honored with a full refund, less \$150 processing fee. No refunds will be issued after May 31. Sponsorships and advertising sponsorships to heighten your organization's awareness before and during the conference will be available online when registration opens.

2012 Dates to Remember*

April 1 – 15: Tradeshow registration opens for:
Current GII Sponsors and Partners

April 15 – 30: Tradeshow registration opens for:
Past Exhibitors, Member Marketplace
Vendors, Goodwill Member Agencies,
Goodwill-Referred Vendors

May 1 – 31: Tradeshow registration opens. GII Past
Affiliates – Sponsors, Partners, Marketplace
Vendors and all other organizations.

May 31: Tradeshow registration closes

June 15: Sponsorship reservation closes.
Last day to submit all sponsorship ads.
Last day to cancel reserved sponsorships.

June 30: Last day to add staff members to your booth
reservation at \$300 additional charge.

*Dates subject to change.



Exhibit Schedule

	Date	Time
Exhibitor Registration (Packet Pick Up)	Tuesday August 7	6 a.m. – 12 p.m.
Exhibitor Breakfast Reception (<i>mandatory</i>)	Tuesday August 7	7 – 8 a.m.
Exhibitor Set Up	Tuesday August 7	8 – 11 a.m.
Exhibition Hours	Tuesday, August 7	12:45 – 5 p.m.
Exhibitor Dismantle	Tuesday, August 7	5 – 8 p.m.

Application Procedures

- Visit www.goodwill.org/business-solutions/strategic-sourcing/tradeshow-exhibitors to view details about the tradeshow and summer conference.
- Booth registration will occur in phases according to the following priority:
 - April 1 – April 15: Registration open to GII purchasing partners and sponsors only. For a current listing of GII purchasing partners and 2012 sponsors, visit the Strategic Sourcing section of www.goodwill.org. If your organization is not on this page, it is ineligible to register during this period.
 - April 16 – April 30: Registration open to past exhibitors (*limited to 2010 and 2011*), current Member Marketplace subscribers Goodwill member organizations and Goodwill-referred vendors.
 - May 1 – May 31: Registration open to past GII affiliates (i.e., past sponsors, partners or Member Marketplace subscribers) and all other organizations.
- All booths must be registered online (link will be provided during the registration period) by May 31, 2012. Applications sent by mail will be disregarded. There will be no onsite registration.
- All organizations registering to exhibit will be subject to a vetting process by GII. Vetting criteria includes:
 - Organization must be incorporated in the United States or Canada.
 - Organization must have financial viability records that are quantitatively verifiable with public tools such as Dun and Bradstreet, LexisNexis or otherwise. Records will be reviewed and confirmed.
- Booth assignments will be communicated to registered exhibitors by June 15.
- Exhibitors must use the exhibitor decorator for freight into and out of the 2012 Tradeshow facility.
- Submit or upload all Certificates of Insurances; details are provided below.



Insurance Requirements

- All Exhibitors must upload a Certificate of Insurance during the registration process.
- All certificates will be reviewed for authenticity and coverage periods, and non-compliant organizations will not be able to secure a booth space.
- The minimum liability limits required are as follows:
 - Worker's Compensation Insurance in statutory amounts;
 - Comprehensive General Liability Insurance endorsed to include products and completed operations and contractual liability in a minimum amount of \$5,000,000 combined single limit and automobile liability insurance in a minimum amount of \$5,000,000 combined single limit.
- All such policies (except workers' compensation) shall specifically state: "Named as additional insurer under above policies." The additional names are: Goodwill Industries International, Inc., Lowes Miami Beach Hotel and MB Redevelopment DBA LMBH.
- Each policy shall provide that it may not be canceled or changed without at least ten (10) days' prior written notice to Goodwill Industries International.
- The Loews Miami Beach Hotel insurance requirements are attached as Terms and Conditions; Section 2 – Liability/Insurance.

Contact Information

Goodwill Industries International (GII)
Events and Conferences
Naomi Itheme
Senior Vendor Relations Specialist
15810 Indianola Drive, Rockville, MD 20855
Phone: (240) 333-5345
Fax: (301) 258-0578
marketplace@goodwill.org
www.goodwill.org



Past Exhibitors – 2011

A-Access Online	Ford Commercial	Midwest Label & Tag Co.	SmartBasket USA
ADP	Vendors Group	Midwest Technology	Sprint
Advance Fixture Mart	Forensic Fluids	Goodwill of Fort Worth	Store Supply
AMTdirect	Laboratories	Midwest Trading Group,	Warehouse, LLC.
Anchor Packaging	Gertex USA	Milan Clothing Inc	Sullivan Commercial
B2B Media	Glamos Wire Products	Monsoon, Inc.	Supply
BabyKing/Pet King	Goodwill Industries	Mutual of America	T.A.K. Recycling, LLC.
Balcon Enterprises, Inc	Graphics (GIG)	National Charity	Tabor Storage Solutions
Balemaster	Goodwill of the Finger	Services, Inc.	Techsoup.Org
Berengaria Development	Lakes	National Purchasing	TSYS Merchant Services
BMC	Goodwill Sign Solutions	Partners	The Ad Solution
Bodhtree Solutions	Grand and Benedicts	Novelty Inc Wholesale	The Boon Group
Brisco Apparel Co	Haddad International	Oak Incorporated	Thrift Books, LLC
Buckhorn, Inc	LLC	OfficeMax	Tracksource
C&K Systems	Hangers unlimited	ORBIS Corporation	United Container
C&M Mills, Inc	HDI Housewares	Orkin, LLC	Company
Ca\$hmateusa	Heart-Felt Greetings II,	Palay Display Industries,	
CDW	High Q Trading Co. LLC	Park Avenue Wholesale	
Chem-Tainer Industries	Indaba Systems	Passport Marketing, Inc.	
China Products Corp	Interdyn LANAC	PCI Waste and	
Cintas Corporation	Technology	Recycling Equipment	
Cocca Development	International Baler	Penske Truck Leasing	
College Hunks Hauling	Corporation	Philips Healthcare	
Comcast Bus.Services	Itech Retail Inc	Philips Lighting Service	
Comsurv	J's Records & Tapes	Lamp Corporation	
Conklin Fashions Inc.	JH&A Store Fixtures	Prolitec	
Core BTS	Joslin Displays Inc.	Questmark Flooring	
Corporate Apparel Grp	Kaizen Product	RACO Industries, LLC	
CSI Products, Inc.	Kenco	Rainbow Rags Recyclers	
Diamond Rentals, Inc.	King Imports	Reeve Store Equipment	
Dell Inc.	Knowledge Marketing	Regent Products Corp	
Diversified Plastics, Inc.	Learn Something	Republic Services	
DollarDays International	Lynn Roberts	Retail Control Systems	
Donate Movement	International	Royal Basket Trucks	
Dorcy International Inc	Maxlite	Royal deluxe accesories	
Dr Pepper Snapple Grp	Meehan and Company	RTI Disc Repair	
Ebay Giving Works	Meese Orbitron Dunne	Ryder Transportation	
FCE Benefit	Member Marketplace	Safety Net	
Administrators, Inc.	Microworld Imports	Shared Health Services	



Member Marketplace Tradeshow Terms and Conditions

Upon acceptance by GII, all Exhibitors are required to agree and comply with the following Terms and Conditions:

1. INDEMNIFICATION

- A.** The Exhibitor agrees to indemnify, hold harmless and defend GII and the hotel or facility and their respective members, officers, directors, agents and employees 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.
- B.** GII will cooperate fully, but cannot assume responsibility for damage to Exhibitor's property, lost shipments either arriving or departing the premises, or moving costs. Any damage due to inadequately packed property is the Exhibitor's own responsibility. If the exhibit fails to arrive, the Exhibitor will nevertheless be responsible for booth rental fee, and no refund will be made. Exhibitor should carry insurance against such risks.

2. LIABILITY / INSURANCE

- A.** The Exhibitor shall, at its own cost and expense, carry and maintain Worker's Compensation Insurance in statutory amounts, as well Comprehensive General Liability Insurance, through companies satisfactory to MB Redevelopment DBA LMBH, endorsed to include products and completed operations and contractual liability in a minimum amount of \$5,000,000 combined single limit and automobile liability insurance in a minimum amount of \$5,000,000 combined single limit.
- B.** All such policies (except workers' compensation) shall specifically state: "Named as additional insurer under above policies." The additional names are: Goodwill Industries International, Inc., Lowes Miami Beach Hotel and MB Redevelopment DBA LMBH.
- C.** Each policy shall provide that it may not be canceled or changed without at least ten (10) days' prior written notice to GII.
- D.** GII shall furnish to MB Redevelopment DBA LMBH a copy of the Exhibitor's certificate of insurance evidencing such coverage prior to the commencement of services hereunder and shall continue to provide MB Redevelopment DBA LMBH with subsequent Certificates of Insurance evidencing uninterrupted compliance with this insurance requirement until the termination of this agreement.
- E.** GII will provide a security guard solely for the tradeshow location from 5 p.m. on Monday, August 6, 2012, through exhibit end/tear down hours at 8 p.m. on Tuesday, August 7, 2012; however, the furnishing of such security services shall not be construed as an assumption, obligation or duty of GII with respect to the protection of property of the Exhibitor.
- F.** The Exhibitor is solely responsible for the protection of its property. Due to the tremendous value of exhibits, it is impractical and impossible for GII to insure the Exhibitor's equipment against loss, theft, damage or breakage.
- G.** Neither GII nor the hotel, nor any facility, nor any of its employees or representative(s), nor any representative of GII, nor any subcontractor will be responsible for any injury, loss or damage to the Exhibitor or the Exhibitor's employees or property, however caused.



3. REJECTED DISPLAYS

- A.** GII determines the eligibility of any company or product for exhibit. GII may forbid installation or require removal or discontinuance of any exhibit or promotion, wholly or in part, that in its sole opinion is not in keeping with the spirit and mission of Goodwill.
- B.** Unethical conduct, breach of this contract, or infractions of rules on the part of the Exhibitor or its representative(s), or both, will subject the Exhibitor or representative(s) to dismissal from exhibit areas. In the event of such dismissal, no refund shall be made, and the Exhibitor or its representative(s) may make no demand for redress.
- C.** Exhibitors and representative(s) who fail to observe these conditions of contract or who, in the opinion of GII, conduct themselves unethically may be dismissed without refund or appeal for redress.

4. SPACE ASSIGNMENTS

- A.** Space assigned to Exhibitor may be reassigned by GII to affect balance against congestion, to avoid confusion in company names, to solve competitive conditions, or for similar reasons.
- B.** No such reassignment will be made without notification to the Exhibitor. An Exhibitor may not share with or sublet space to another party. If the Exhibitor has requested more than one booth space, GII will assign contiguous space if such space is available.
- C.** The Exhibitor must conduct all its activities within its assigned booth space. The Exhibitor may not use the aisles or other areas of the exhibit hall for its promotional activities.

5. HEIGHT AND SPACE RESTRICTIONS

- A.** All in-line exhibits, back walls and decorations will be limited to 8 feet in height, not extending more than 3 feet from the back wall, except actual equipment that in normal operation exceeds this height. Permission to exhibit equipment with abnormal heights must be obtained from GII.
- B.** Exhibits should not project beyond the space allotted and should not obstruct the view or interfere with traffic to other exhibits. The wings of an exhibit should not project more than three feet from the back wall.
- C.** Exhibitors who assemble a display that does not meet these height and space restrictions or that obstruct sight to other exhibitor booths will have their booths moved, rearranged, or dismantled at the Exhibitor's expense.

6. SOLICITATION

- A.** GII may, at its sole discretion, withhold or withdraw permission to distribute souvenirs, advertising, or other material it considers objectionable. Novelty gifts or souvenirs must be submitted to GII for review prior to distribution.
- B.** Direct selling of products or services is prohibited. The Exhibitor agrees that selling goods or services in the exhibition hall will result in the closing of the exhibit by GII. It is agreed that no refund of exhibit fees and no demand for redress will be made by the Exhibitor or his representative(s) in this event. No soliciting for business shall be permitted in aisles or in other Exhibitors' booths.
- C.** Exhibitor may distribute samples, catalogues, pamphlets, publications and promotional materials only within its own booth.



- D.** No Exhibitor will be permitted to give away any premium items, or to conduct any prize drawings for awards for signing of names and addressees, or other extreme promotions, without first obtaining written permission from GII.
- E.** Advertising, canvassing, solicitation of business, and other activities are not permitted in the exhibit hall except by companies that have obtained space to exhibit from GII, and then only in the space assigned.
- F.** Exhibitor's use of GII's name and its Smiling G logo or any other GII-owned trademarks is strictly prohibited in any advertising or marketing material on the web or in print or as part of the exhibit. The only logo permitted for use in the marketing material is the Member Marketplace logo below, which will be available to organizations listed in Member Marketplace only.



**Member
Marketplace**

7. BOOTH MATERIALS/FIRE REGULATIONS

- A.** All Exhibit and booth materials must comply with federal and city fire laws, insurance underwriter, and hotel/facility safety regulations, and must be flameproof. All packing containers, excelsior and similar materials are to be removed from the exhibition area upon completion of booth set-up.
- B.** The Exhibitor is restricted to materials that will pass inspection. Decorations of paper, pine boughs, leafy decorations, tree decorations or tree branches are prohibited. Any substance prohibited by the city fire and safety departments or authorities will not be permitted in the exhibition area. In addition, all electrical work and electrical wiring must be approved and installed in accordance with local regulations.
- C.** Exhibits must not block aisles or fire exits. Any questionable materials to include helium, gas, etc., must be approved by GII.
- D.** The Exhibitor will not be permitted to store packing crates, containers and boxes in its booth during the tradeshow period. The Exhibitor may make arrangements with the GII contracted exhibitor decorator or the facility for storage of packing crates, containers and boxes that are properly identified with the Exhibitor's name. GII is not responsible for the damage, destruction or theft of any packing crates, containers or boxes.

8. AUDIO AND VIDEO

- A.** Motion picture projectors and apparatuses must conform to the fire regulations of the facility. Projection of motion pictures must be supervised by a licensed operator where required.
- B.** An exhibitor with audible electric sound, motion pictures or other microphones or devices that GII, in its sole discretion, deems objectionable to other Exhibitors will be required to discontinue this method of promotion. GII reserves the right to impose sound limitations on Exhibitors when their promotional activities are interfering with the activities of other Exhibitors or participation and enjoyment of the exhibit hall by Goodwill members.



9. BOOTH STAFFING

- A.** In its best interest, and for security, the Exhibitor shall keep staff in the booth(s) during all exhibit hours. Each exhibiting company is entitled to up to two (2) exhibit staff badges per booth. An exhibit staff badge is for personnel responsible for working in the booth during show hours, and it will not provide access to any other event. Badges must be worn at all times for admission to the exhibit hall. Additional personnel and additional badges per booth can be obtained for \$300 per additional individual. This does not apply to sponsors.
- B.** GII is not responsible for any loss or damage to Exhibitor's display, materials, or other personal property left in the booth, whether the booth is attended or unattended.

10. INSTALLING/DISMANTLING/REMOVING BOOTHS

- A.** The exhibit hall will be available to Exhibitors on Tuesday, August 7, 2012, from 8 – 11 a.m., for the installation of displays. All exhibits must be operational by 12 p.m. on Tuesday, August 7. After this time, no installation will be permitted without special written permission from GII. Space not occupied at that time may be re-assigned for other purposes by GII. Any Exhibitor failing to occupy contracted space is not relieved of the obligation to pay for such space at the full rental price, and GII shall have the right to use such space as it deems appropriate to eliminate blank space in the exhibit hall.
- B.** The exhibit hall will be available to Exhibitors on Tuesday, August 7, 2012, from 5 – 8 p.m., for the dismantling and removal of displays. Load out of all booths must be completed by 8 p.m. that day. No Exhibit may be dismantled before the specified time, nor may any part of the exhibit or equipment be removed, once it has been set up, without permission from GII.
- C.** Before any exhibit may be removed from the building, the Exhibitor must make arrangements satisfactory to GII and the facility for payment of any charges incurred by the Exhibitor in connection with the exposition therein.
- D.** The Exhibitor must surrender the booth space in the same condition it was in when the Exhibitor arrived. The Exhibitor, its employees and agents shall not damage or deface any part of the building where the tradeshow is held, the booths, or the equipment or furniture of the booth, or property of other Exhibitors. The Exhibitor may not tape, nail or otherwise affix the exhibit or signs to the walls, doors, or other components of the booth space of facility in a way that might cause damage. The Exhibitor is liable to the owner of the property for any damage caused by the Exhibitor, its employees or agents. GII or the facility may remove any display, materials or other personal property left in the booth space after 8 p.m. on Tuesday, August 7, 2012, and neither GII nor the facility shall have any liability to the Exhibitor for the return of any property so removed or compensation for its value. The Exhibitor will be solely responsible for any charges incurred by GII or the facility in removing the Exhibitor's personal property from the booth space.
- E.** The Exhibitor will comply with all rules and regulations imposed by the facility on the use of hand trucks, carts or other vehicles for transporting displays and materials into and removing them from the exhibit hall.

11. THIRD-PARTY CONTRACTORS

- A.** The facility, Loews Miami Beach Hotel, mandates that all Exhibitors must use the contracted exhibitor decorator for booth exhibits.
- B.** GII has selected and contracted an official exhibitor decorator for the tradeshow, with labor and equipment to be provided at prevailing rates. Contact information for the exhibitor decorator will be provided.
- C.** Due to limited storage, large shipment of drayage, packages or exhibits for an exhibit and/or production company or client will not be accepted by Loews Hotel. A large shipment is roughly defined as any shipment with more than five boxes, or weighing in excess of 100 lbs. Should an exhibitor send unqualified



package(s), they will not be accepted by the Receiving Department. Please make arrangements for pre- and post-shipping, drayage handling and storage with the contracted exhibitor decorator.

D. No deliveries can be made through the public areas of the hotel. Please deliver all materials through the shipping and receiving department.

E. Small incoming shipments can be sent directly to:

***Loews Miami Beach Hotel
1601 Collins Avenue
Miami Beach, FL 33139
Attn: Guest Name/ Organization Name/ Goodwill Industries Tradeshow
C/O Sekeno Aldred***

F. Small outgoing shipments can be handled by the Loews Hotel Business Center, located on the Ballroom Level.

G. The Exhibitor assumes full responsibility for any third-party contractor hired by the Exhibitor.

12. PAYMENT AND CANCELLATION POLICY

A. Exhibiting space will not be assigned without full payment.

B. Any Exhibitor may cancel or withdraw from exhibiting at the tradeshow subject to the following conditions:

- i. The Exhibitor shall give GII 30 days written notice of cancellation. Such notice will be considered official on the date of receipt by GII.
- ii. Written cancellations received prior to May 31, 2012, will be honored with a full refund less a \$150 processing fee.
- iii. After May 31, 2012, no refund shall be given for cancellations or no-shows. The Exhibitor assumes the risk of transportation, delivery, contractor and other delays that may prevent the Exhibitor or its display from arriving on time at the tradeshow.

C. In the event the premises of the facility are destroyed or damaged, or if the tradeshow fails to take place as scheduled or is interrupted or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war or terrorism, act of God, emergency declared by any government agency, or for any other reason, GII may terminate the tradeshow. In the event of such termination, the Exhibitor waives any and all damages and claims for damages and agrees that the sole liability of GII is to return to the Exhibitor its space fee payment after payment of all tradeshow expenses.

13. AMERICANS WITH DISABILITIES ACT

A. All Exhibitors shall be responsible for complying with the accommodations or requirements of the Americans with Disabilities Act ("ADA"), including:

- i. The readily achievable removal of physical barriers to access to the assigned exhibit and common areas.
- ii. The provision of auxiliary aids and services where necessary to ensure that individuals with disabilities are treated no differently by the Exhibitor than other individuals.
- iii. The modification of the Exhibitor's policies, practices and procedures applicable to all guests and/or groups as necessary to provide goods and services to individuals with disabilities.



- B.** The Exhibitor shall indemnify and hold harmless GII against all losses, liabilities, claims, suits, expenses and damages, including attorney's fees, on account of or relating to any actual failure of the Exhibitor to comply with local, state and/or federal laws regarding ADA accommodations.

14. AMENDMENT TO RULES

- A.** Any and all matters or questions not specifically covered by the preceding Terms and Conditions shall be subject solely to the discretion of GII.
- B.** GII may, in its sole discretion, make reasonable changes, amendments or additions to these terms and conditions. Any such changes shall be binding on Exhibitor equally with the other terms and conditions contained herein.