

## Exhibitor Fees and Benefits for TIC 2022

### SPONSOR LEVEL REQUESTED:

~~Platinum (\$12,500 1 available)~~  Gold (\$4,950 4 available)  Gold Educator (\$4,950 3 available)  
 Silver (\$2,950 4 available)  Bronze (\$1,950 15 available)  Bronze w/Electric (\$2,000)  
 Table Sponsor (\$500 6 available)  Table w/1 Registration (\$1,170)  Table w/1 + Electric (\$1,220)

### Pricing:

\$	Sponsorship (fill in the price of sponsorship level desired)
-\$	Credit For Product request (up to 50% of sponsorship fee)
+\$	Additional Attendee (\$500 each)
\$	Total (to be charged)

## Exhibitor Payment

Amount to be charged: \$ \_\_\_\_\_

Credit Card Type:  Visa  MasterCard  Discover  American Express

Credit Card Number:

\_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ V-Code (3-digit code on back of card): \_\_\_\_

Name on Credit Card: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Billing Address: (Address credit card bill is received)

Number	Street	
City	State	Zip Code

X \_\_\_\_\_

Signature

I agree to pay the total amount shown above in compliance with the cardholder agreement.

## **By Check**

Make payable to United Infrared and send to:

United Infrared  
PO Box 1403  
Bonsall, CA 92003

## **By Wire or ACH**

Bank Name: Bank of America  
Name on Account: United Infrared, Inc.  
Account Number: 002371550818  
Routing Number:  
053000196 (paper & electronic)  
026009593 (wires)  
Swift Code: BOFAUS3N

## Exhibitor Agreement

**Exhibit and Space Assignments:** United Infrared, Inc. (UI) may consider, but cannot be bound by a proposed Exhibitor's request for a particular space. Space assignments are at UI's discretion. UI will continue making space assignments until approximately 30 days before the annual conference. UI may change space assignment locations after its initial assignment. UI may also revise the Exhibit Hall Layout.

**Exhibit Set-Up and Breakdown:** Exhibitor agrees to set up the booth by 4:00 PM on Monday, Sept 19, 2022 and remove all displays by 3:00 PM on Thursday, September 22, 2022.

**No-Shows:** If Exhibitor does not staff its booth on time and does not notify UI that its staff will be delayed, Exhibitor will forfeit all fees paid. If Exhibitor does not start booth construction by 3:00 PM on Monday, September 19, 2022, UI may reassign that space, keep fees paid, and have no liability for Exhibitor's expenses.

**Security:** Venue will provide overall security during the annual conference but is not responsible to Exhibitor for loss of any type resulting from Exhibitor's assertion of insufficient security.

**Attendance:** UI does not promise Exhibitor a specific or estimated number of attendees at the annual conference.

**UI's Cancellation:** If the annual conference is cancelled due to: a) acts of God or public enemy, war, domestic or international terrorism, riot, embargo, sabotage, flood, accident, fire, explosion, b) compliance with an order of a court, an arbitrator, or government agency, c) a reason that UI determines would make holding the annual conference imprudent or impractical, or d) another cause beyond UI's reasonable control, then Exhibitor and UI will have no further obligations to each other. In that event, UI may refund all, or part of Exhibitor's fees.

**Space Prohibitions:** a) Exhibitor will not serve alcoholic beverages, no marijuana, use animals (except seeing eye dogs), conduct illegal activities such as games of chance or raffles, conduct cash transactions other than approved sales, obstruct the view of adjacent exhibitor booths or otherwise interfere with other exhibitors, or share its space with another entity whether or not affiliated with Exhibitor. b) Exhibitor will not display or promote goods or services it did not manufacture or sell in the normal course of business for at least three consecutive months before the annual conference. Exhibitor will not assign or subcontract this Agreement, its exhibit space, or its duties. c) No outside food or beverage allowed. d) No posting of signs on walls or displays allowed outside exhibit space unless approved by host.

**Conflicting Activities:** Exhibitor will not extend invitations, call meetings, or encourage absence of attendees, exhibitors, or invited guests from educational sessions or the Exhibit Hall during official hours for those sessions or during Exhibit Hall hours.

## Exhibitor Agreement (continued)

**Indemnification:** a) Despite anything else in this Agreement, Exhibitor will indemnify, defend, and hold harmless UI, its members, employees, agents, officers, directors, affiliates, attorneys, and other representatives (“Indemnities”) from all actions and causes of action, claims, demands, liabilities, losses from personal injury and property damage, other losses, damages, fines, taxes, penalties, awards, settlement costs, judgments, interest, attorney fees, court costs, and all other costs, expenses, and charges (“Expenses”) which Indemnities incur by reason of a third-party claim directly or indirectly attributable or related to, resulting or arising from, or in connection with, Exhibitor’s act, omission, or liability under this Agreement (“Claims”).

**Insurance:** Throughout the Annual Conference, including move-in and move-out days, Exhibitor will maintain at its sole expense all insurance necessary to comply with its obligations and liability. Exhibitor will supply UI before the Annual Conference with its Insurance Certificate that clearly states that: a) all Exhibitor obligations and Liability under this Agreement are insured by the listed policies, and b) UI is a Named Insured and a Certificate Holder for the listed policies.

**Liability:** a) UI is liable to Exhibitor only for failure to provide exhibit space as required. UI’s maximum liability to Exhibitor will be the lesser of i) total fees Exhibitor pays net of the submitted deposit, or ii) the smaller amount specified elsewhere in this Agreement under circumstances there described. UI is not liable to Exhibitor for loss or damage suffered by Exhibitor or a third party, including without limitation an occupant of or visitor to Exhibitor’s booth, as a result of i) an act or omission of UI or a third party, or ii) material included in or excluded from the Exhibitor Service Kit, including without limitation provisions in Exhibitor’s contracts with Annual Conference contractors. b) Exhibitor is liable to UI for its own (and its affiliates, contractors, officers, directors, employees, and other agents) negligent, intentional, or willful acts and omissions, breach of contract or warranty, default, misrepresentation, fraud, or misappropriation, directly or indirectly attributable or related to, resulting or arising from, or in connection with this Agreement. This liability is not limited to i) insurance coverage limits, or ii) uninsured losses. Exhibitor’s liability includes without limitation all UI damages from loss of exhibit space rental fees and all parties’ use or misuse of Exhibitor’s space. Exhibitor is liable to the Convention Center for all damage Exhibitor causes to that facility.

**Survival:** The Parties’ rights, duties, and legal remedies will survive the Annual Conference, except those which by their terms require that conference to be in the future. Examples of surviving provisions include Dispute Resolution, Liability, Indemnification, and Insurance. Examples of provisions not surviving include UI’s duty to provide exhibit space to Exhibitor.

X \_\_\_\_\_  
Exhibitor Signature

\_\_\_\_\_  
Date