

EXHIBIT BOOTH REGULATIONS

SHRM Exhibitors are reminded to review the following booth definitions and rules and read in detail the booth rules located in the Exhibitor Services Kit to ensure their booth is in compliance with SHRM booth regulations.

REQUIREMENTS FOR ALL EXHIBITORS

- SHRM <u>does not allow</u> End-Cap booths at events.
- There is no soliciting or sales allowed on the show floor.
- No helium balloons or flying objects of any type will be allowed in the exhibit hall.
- Exhibitors will not be allowed to project images onto aisles, ceilings, walls or any space or location outside the Exhibitor's purchased booth space.
- Exhibitors are required to provide flooring for the whole of their exhibit space.

BOOTH DEFINITIONS

Standard or Corner and In-Line Booths:

Any exhibit space that shares a common back wall and/or side with other exhibits and only one side exposed to aisle. These exhibit spaces can be purchased in a row to a make a 10x20, 10x30, etc. Corner booths have at least one neighbor and are adjacent to an aisle or located at the end of an aisle or row of booths. In-Line booths have one neighbor on either side of the booth. **Standard 10'x10' booths will be provided back drape and side drape which must be utilized.**

- Max height = 8' No exhibit construction or signage may exceed 8' in overall height
- Hanging Signs: Not permitted
- All display material over 5 feet may not extend farther out than 5 feet from the back of the booth.
- Signage: Booth signage may not exceed 8' in overall height.

NOTE: If sidewalls are utilized on in-line booths, a **maximum height of 8'** is permitted on the back half (5' section) and a **maximum height of 4'** is permitted on the front half (5' section) of the booth. These restrictions apply to any booth configuration that is inline and not an island. **No banners or displays may go higher than the 8 ft backwall.**

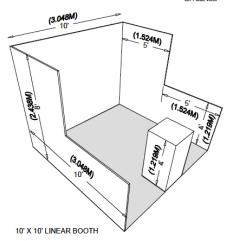




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Perimeter Booths:

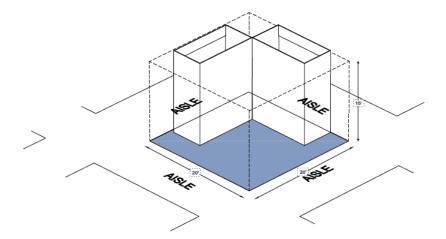
A Perimeter Booth is a Linear Booth that backs to an outside wall of the exhibit floor rather than to another exhibit.

- Max height = 12' No exhibit construction or signage may exceed 12' in overall height
- Hanging Signs: Not permitted
- All display material over 5 feet may not extend farther out than 5 feet from the back of the booth.
- Signage: Booth signage may not exceed 12' in overall height.

Island Booths:

An Exhibit booth (typically 20' x 20'), with an aisle on all sides of the booth with no adjacent neighbor.

- Max height = 20' No exhibit construction or signage may exceed 20' in overall height
- Hanging Signs: Permitted
- Must be accessible from all four sides
- Signage: For exhibitors in island booths, the top of signage may not exceed 20' from overall height
- Exhibitors are permitted to use the entire span of an island booth for display construction, signage, and product, as long as no component exceeds 20' in height.



Questions regarding the above should be directed to Sarah Driver, CEM, Sr. Specialist, Exhibits & Sponsorships via e-mail at Sarah.Driver@shrm.org.



EXHIBIT BOOTH REGULATIONS

Children in Exhibit Hall

Move-in and move-out periods present particular dangers on the exhibit floor. For safety reasons, anyone under the age of 18 is not allowed to register or attend a SHRM conference. Strollers or infant carriers are not permitted at any time. Only registrants are allowed to be present in the Expo, conference sessions, concerts, and receptions.

Exhibit Hall Catering

All food & beverages served in the exhibit hall must be ordered through the exclusive catering provider, the McCormick Place. Exhibitors may not dispense food or beverages of any kind, including bottled water, without written permission the McCormick Place. **Violations of the policy are subject to penalty fees.**

Further information regarding catering can be found under the "Other Vendor" section of the Exhibitor Service Kit.

Magazine/Publication/Marketing Materials Distribution

Exhibitors who publish magazines will be allowed to distribute the magazines from their booths and no other location. Magazines or marketing materials may not be distributed in aisles or other common areas.

Noise

Public address systems must not interfere with the activities of adjoining exhibitors. Electric or electronic amplification of musical instruments is specifically prohibited. SHRM Show Management reserves the right to restrict exhibits that may be deemed unsuitable or objectionable. This reservation applies to noise, persons, things, conduct, printed matter, or anything of a character that might be objectionable to the Exposition as a whole.

Photographs and Videotaping

The taking of photographs and/or video recording is permitted within the exhibit hall provided that the subjects being photographed or videotaped do not object. If an objection is raised, you will be asked to discontinue immediately. Show management reserves the right to limit photo/video access when considered inappropriate.

Prize Drawings/Giveaways

- Exhibitors are allowed to register attendees for prizes and giveaways.
- All activity must be confined within the exhibitor's booth.
- NO announcements will be made over the public address system.

Crowding of aisles is a safety hazard and exhibitors may be restricted from doing prize drawings. Exhibitors may not hold drawings where attendees must be present to win.

Use of Aisles

The aisles, passageways and overhead spaces remain strictly under the control of SHRM. No signs, decorations, banners, advertising matter or special exhibits will be permitted in the aisles. Uniformed attendants, models, mascots, and other employees must remain in the booth occupied by their employers. All advertising distribution must be made from the exhibitor's booth space.

TERMS AND CONDITIONS

- 1. Character of the Expo. The Expo, sponsored by the Society for Human Resource Management (SHRM), is a professional show dedicated to human resource management. SHRM reserves the right to determine the eligibility of any company, product or service, and the right to cancel or terminate this Agreement and/or restrict, prohibit or evict any Exhibitor or product at any time, if, in the opinion of SHRM, the company/Exhibitor, product, or service detracts from the character of the Expo, disparages SHRM (or its services or products), violates any of the following Terms and Conditions, or is otherwise harmful to SHRM (or its services or products) or the Expo in SHRM's sole discretion. In the event of such cancellation by SHRM prior to the move-in date of the Expo, SHRM will refund the total fee for the booth space (also referred to herein as "Exhibit Fee"). In the event of cancellation, restriction, prohibition, or eviction by SHRM on or after the move-in date of the Expo, SHRM is not liable for refunding the Exhibit Fee or any other costs incurred by the Exhibitor. If Exhibitor cancels, without cause, on or before February 24, 2024 SHRM in its sole discretion, may choose to bar Exhibitor from participation in future Expos. In particular, and without limitation, excessive audio/visual attention-getting devices or effects and offensive odors are prohibited. No copyrighted, recorded, or live music may be played or performed in connection with the exhibit. SHRM together with Exhibitor are referred to herein as the "Parties", individually as a "Party".
- 2. Terms of Payment. A deposit of 50% of the total fee for the booth space (also referred to herein as "exhibit space") is due with each contract (25% of the booth space rented is nonrefundable). Full payment for exhibit space is due on or before February 24, 2024. After February 24, 2024, full payment must accompany all contracts. All cancellations and requests for refunds must be in writing. Cancellations received before December 17, 2023, will result in SHRM retaining 25% of the booth space rented. Cancellations received between December 17, 2023, and February 24, 2024, will result in SHRM retaining 50% of the total fee for the booth space. No requests for refunds will be granted after February 24, 2024. In the event Exhibitor cancels on or after February 24, 2024, any outstanding balance must be paid in full and SHRM shall retain all amounts previously paid by the Exhibitor. SHRM reserves the right to resell the exhibit space without notice or refund after February 24, 2024. SHRM reserves the right to deny or cancel exhibit space to companies that have overdue account balances with SHRM or any of its affiliates. This Section 2 shall survive any cancellation or termination of this Agreement.

- 3. Display Regulations. Exhibitor must comply with all rules in the SHRM Exhibitor Kit and should review the entire SHRM Exhibitor Kit, as the same may be amended by SHRM in reasonable fashion on reasonable notice to Exhibitor, including without limitation the following rules:
- No exhibit may block or interfere with a neighboring exhibit as determined by SHRM.
- b. In-line exhibits: Maximum backwall height permitted for any booth exhibit will be 8'. Sidewalls of these exhibits may not extend more than 5' from the backwall so as not to box in adjoining Exhibitors, with a maximum height restriction of 4' on the front 5' section.
- c. Open areas or island booths: Exhibit fixtures, components and identification signs will be permitted to a maximum height of 20'. Full use of the island floor space is permitted, as long as no component exceeds the 20' height restriction. Review the SHRM Exhibitor Manual for current rules.
- d. No nails or screws may be driven into the floor. No damage of any nature may be done to the booth structures nor to any part of the exhibit hall.
- e. Exhibitors will be charged a fee for any skids, pallets or containers left behind.
- f. All booth space must be carpeted.
- 4. Subleasing and Sharing of Exhibit Space Are Prohibited. All signs, displays and products in a booth must be related to the Exhibitor's company only.
- 5. Exhibit Space Assignments are made on the basis of priority, availability and need, with all assignments made in the best interest of the Expo. SHRM reserves the right to alter an Exhibitor's assigned space if it is deemed necessary in the best interest of the Expo. Before exercising its discretion, SHRM will consult with the Exhibitor.
- 6. Sales of Product or Samples for cash, check or credit card are prohibited on the show floor. Contracts and orders may be written for future delivery of products or services.
- 7. Limitation on Room Drops. Exhibitor may not make any room drops at hotels within the SHRM room block without permission of hotel and SHRM; permission may be conditioned on payment of a fee or may be denied within the discretion of hotel or SHRM.
- 8. Displays and Exhibits in Public View are required to be appropriately finished on all sides and surfaces. If such surfaces remain unfinished at the start of the Expo, SHRM may authorize the official contractor to effect the necessary finishing and the Exhibitor will be required to pay all costs involved.
- 9. Exhibit Operation. Exhibitors must operate and maintain their exhibit so that no injury will result to any person or property. Hazardous and nuisance-causing giveaways are prohibited. Damage to property caused by an Exhibitor will be paid for by that Exhibitor. Do not paint, tape, nail, screw, drill or tack anything to the walls, columns, floor or ceiling of the building, adjoining displays or the official contractor's display material.

- 10. Fire Department Regulations and All Other Applicable Laws and Regulations must be complied with by Exhibitor. Display and packing material must be flame-retardant. Electrical equipment must be ULapproved and must be wired by a licensed electrician.
- 11. Insurance. All Exhibitors, their contractors and suppliers working in the exhibit hall are required to carry general liability insurance in an amount of at least equal to \$1,000,000 in the aggregate and \$1,000,000 per claim, or, if greater, such amount as may be required by the convention facility, and shall supply SHRM with a certificate evidencing such coverage and naming SHRM as an additional insured. All Exhibitors are required to waive the right of subrogation by their insurance carriers, if allowed by the insurance carrier, to recover loss sustained under the respective insurance contract for real and personal property. All Exhibitors are strongly urged to obtain full-coverage temporary insurance for their merchandise and displays while in transit and while at the Expo. All Exhibitors, their contractors and suppliers working in the exhibit hall are required to carry workers compensation insurance.
- 12. Each Exhibitor Shall Indemnify and hold harmless SHRM and the Expo location for all liability in any way related to Exhibitors' exhibit or any act or omission of Exhibitor or any of its employees or agents; including, without limitation, infringement of any trademark, copyright or other rights of any third parties, accident or injury to invitees, guests, Exhibitors, their agents and employees and including loss or damage to personal property.
- 13. Force Majeure. The Parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, threats of terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, breach by Expo location, damage to the Expo location, disease, epidemic, pandemic, or any other emergency of a comparable nature beyond the Parties' control, making it impossible, illegal or which materially affects a Party's ability to perform its obligations under this Agreement (each, a "Force Majeure Event"). In the event of a Force Majeure Event, the affected Party shall not be considered in breach of the Agreement or of any obligation(s) hereunder to the extent that its performance of such obligation(s) is prevented or impaired by the Force Majeure Event.
- 14. Cancellation of Expo. If SHRM should be prevented from holding the Expo for any reason beyond SHRM control including, but not limited to, a Force Majeure Event, then SHRM has the right to cancel the Expo or any part thereof, with no further liability to the Exhibitor other than a refund of exhibit fees less a proportionate share of the Expo cost incurred.
- **15.Expo Location Rules.** Exhibitor shall not cause any violation of the rules of the Expo location.
- 16. Food and Beverages Must be purchased from the official concessionaire unless incident to the Exhibitor's product lines.

- 17. Gifts and Contests. SHRM reserves the right to prohibit, limit or discontinue the distribution of gifts, giveaways or similar promotions. There will be no announcements of Exhibitors' contests, drawings or winners during the Expo.
- 18. Soliciting outside the confines of the Exhibitor's assigned space is prohibited.
- 19. Surveys. You must have a written approval from SHRM in order to conduct any survey at the SHRM 2024 Annual Conference & Expo. Requests must be received two weeks prior to the start of the SHRM 2024 Annual Conference & Expo. SHRM reserves the right to decline any survey it sees as inappropriate.
- 20.Labor and Contractors. Exhibitors that plan to use outside contractors must notify SHRM in writing 60 days prior to the Expo. Outside contractors are required to supply verification of liability insurance coverage. All labor must have local union clearance.
- 21.Competitive Events that distract from the SHRM 2024 Annual Conference and Expo are prohibited.
- 22. Nonexhibiting Companies, Organizations and Individuals that supply products and services to SHRM Exhibitors or that supply products or services to SHRM attendees are prohibited from soliciting or otherwise marketing their products and services at the Conference and at the Expo.
- 23.Exhibitor Registration is limited to sales, marketing, management and special booth personnel. SHRM reserves the right to limit the number of Exhibitor personnel.
- 24.Installation Show and Dismantling hours and dates shall be those specified by SHRM. Packing of exhibits prior to the close of the Expo is prohibited. Exhibitor shall be liable for all storage and handling charges for failure to remove exhibits by specified time and date.
- 25.Not Assignable by Exhibitor. This Agreement may not be assigned by the Exhibitor absent the written consent of SHRM.
- 26. Governing Law and Jurisdiction. This Agreement shall be governed by the internal laws of Virginia. The parties hereby submit to the exclusive jurisdiction of the state and federal courts in Virginia governing any disputes concerning this Agreement, and further agree that they are subject to personal jurisdiction in Virginia in any such dispute.
- 27. Merger Clause. The Parties agree that this Agreement and any other Agreement referred to herein contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, that may have related to the subject matter hereof in any way.
- 28.Attorney's Fees. In the event of any dispute concerning this Agreement, the prevailing parties shall be entitled to reasonable attorney's fees.

- 29. Cancellation and Termination by SHRM. SHRM may cancel and terminate this Agreement, pursuant to Section 1 above. This Agreement may also be cancelled and terminated at any time by SHRM for convenience, without cause upon fifteen (15) days' written notice to the Exhibitor.
- 30.OFAC. Exhibitor represents and warrants that Exhibitor is and has not in the past five (5) years been (i) an individual or entity designated on any export control- or sanctions-related list maintained by any government, including, but not limited to, the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, and the U.S. Department of Commerce; (ii) located, organized, or resident in a country or territory which is the subject of or target of any export control- or sanctions-related law; or (iii)
- owned or controlled, directly or indirectly, by such individuals or entities in clause (i) or (ii).
- 31. Authority. Each Party hereby represents and warrants that (i) it is a duly authorized and validly existing entity, (ii) it has full power, authority, and legal right to make, enter into, execute and deliver this Agreement and to perform the obligations contained herein and (iii) it has obtained any and all necessary consents or approvals to make these representations and warranties and to enter into this Agreement.
- 32. Amendments to Rules and Regulations. SHRM will have the full power in the interpretation and enforcement of all contract regulations contained herein, and in the SHRM Exhibitor Manual. The ruling of SHRM shall be final in all instances with regard to use of any exhibit space.

Questions regarding the above should be directed to Sarah Driver, CEM, Sr. Specialist, Exhibits & Sponsorships via e-mail at Sarah.Driver@shrm.org.