

SHRM INCLUSION 2025: Exhibitor Rules and Regulations

The purpose of the exposition component (Marketplace) of SHRM INCLUSION 2025 is to provide exhibitors with an opportunity to interact with other exhibitors, attendees, SHRM staff, and volunteers. Those contacts must be conducted in a cordial, professional manner. The rules and regulations contained herein are intended by the Society of Human Resource Management (SHRM) to serve the best interest of the Marketplace, the exhibitors, and the registrants, and to give notice to applicants and exhibitors of governing rules and regulations. All applicants, exhibitors and exhibitor-appointed contractors are bound by these rules and regulations.

For questions, regarding the below should be directed to the Exhibits Team –

ExpoHelp@Shrm.org

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Aisles

The aisles, passageways and overhead spaces remain strictly under the control of SHRM. No signs, decorations, AV, banners, advertising matter or special exhibits will be permitted in the aisles. Exhibit personnel must conduct all business within the confines of the contracted exhibit space. 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.

Americans with Disabilities Act (ADA)

Exhibitors are fully responsible for complying with the Americans with Disabilities Act (ADA) regarding booth space, including, but not limited to, the wheelchair access provisions. Exhibitors indemnify, hold harmless and defend SHRM, its officers, directors, agents, members, and employees from and against any claims, liabilities, losses, damages, and expenses (including attorneys' fees and expenses) resulting from or arising out of the exhibitors' failure or allegations of exhibitors' failure to comply with the provisions of the ADA. Information regarding ADA compliance is available from the US Department of Justice [ADA Information Line](#) (800-514-0301).

Animals

Apart from guide, signal, or service animals, animals are not allowed in the exhibit hall for any purpose.

Audio/Noise

Utilization of audio is allowed, if audible only within a 2' perimeter. This includes live, projected and or recorded audio. Speaker units can be placed within the confines of the booth space but cannot be within 2' of the aisle. Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc., which may be required for it to broadcast, perform or display any copyrighted materials including, but not limited to, music, video and software. Exhibitors indemnify, defend, and hold SHRM, its officers, directors, agents, members, and employees from and against any and all claims and expenses, including attorneys' fees and costs, arising out of or related to exhibitor's breach of this provision.

Public address systems must not interfere with the activities of adjoining exhibitors. Electric or electronic amplification of musical instruments is specifically prohibited. Sound levels emanating from an exhibit space may not exceed 80 dB when measured by SHRM from the center of any adjacent aisle.

Auxiliary Meetings & Competitive Events

External events that distract from INCLUSION 2025 are prohibited, including, but not limited to, events that occur during the times of Marketplace hours.

Balloons or Flying Objects

Balloons, including helium (and helium tanks), mylar, and air-filled, may not be distributed or sold inside the exhibit hall. If distributed outside the facility, they shall not be permitted inside the exhibit hall. If balloons get loose in the exhibit hall, it is the exhibitor's responsibility to retrieve them. Any cost required to retrieve balloons in the exhibit hall is the exhibitor's additional responsibility.

Drone activity is prohibited.

Booth Definition & Display Height

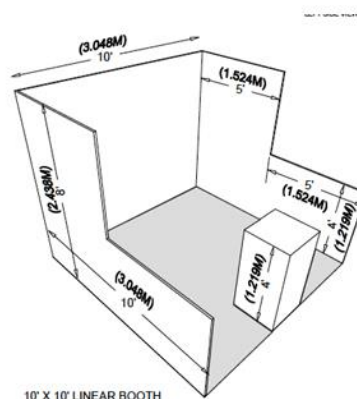
SHRM does not allow End-Cap booths, Towers, or Multi-Story Exhibits. This includes anything that can be climbed or ascended.

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 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 with back drape and side drape which must be utilized.

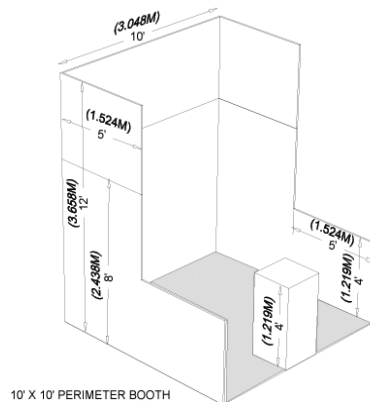
- Banners, Displays, Exhibit Construction, Products, or Signage may not exceed 8' in overall max height.
- Line-of-Sight: All display material over 5' may not extend farther out than 5' from the back half of the booth. A maximum height of 4' is permitted on the front half of the booth.
- Rigging - Hanging Signs & Graphics: Not permitted



Perimeter Booth:

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

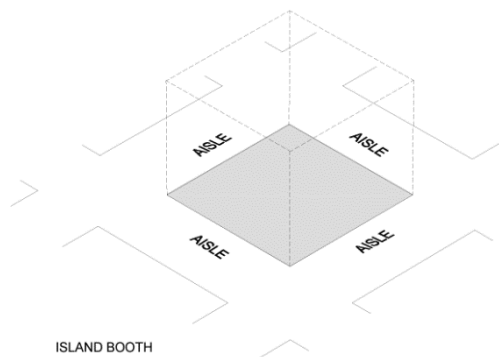
- Banners, Displays, Exhibit Construction, Products, or Signage may not exceed 12' in overall max height.
- Line-of-Sight: All display material over 5' may not extend farther out than 5' from the back half of the booth.
- Rigging - Hanging Signs & Graphics: Not permitted



Island Booths:

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

- Banners, Displays, Exhibit Construction, Products, or Signage may not exceed 20' in overall max height.
- Rigging - Hanging Signs & Graphics: Permitted (see **Rigging – Lighting & Hanging of Signs** section for more information).
- Must be accessible from all four sides



Carpeting/Floor Covering

Exhibitors are responsible for providing or arranging their own carpeting for the whole of their exhibit booth space. Your booth space must be occupied with work in progress by 2 p.m. on Sunday, Oct. 26, 2025. In the event floor covering is not present in your booth at that time, Freeman, at the direction of Show Management, will install booth carpet which will be billed to the exhibitor.

Children

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 at the Marketplace, including move-In and move-Out hours.

Cleaning

Please refer to the Exhibitor Services Kit for detail and order forms.

Electrical & Heating

Kentucky International Convention Center is the exclusive electric service contractor, which includes labor and equipment required by all show exhibitors. This includes permanent electrical outlets. If a KICC team member determines through reasonable information that the power ordered by the exhibitor is less than what is required, the facility has the right to upgrade the power and bill the exhibitor at the prevailing rates for the equipment and services provided. Please refer to the Exhibitor Services Kit for details and order forms.

Enforcement of Rules and Regulations

SHRM Show Management retains the right to remove any exhibitor from the premises who, at SHRM's sole discretion, engages in inappropriate, undesirable, or abusive behavior. Additionally, the right to restrict exhibits that may be deemed unsuitable or objectionable is reserved. 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.

Booth personnel observed to be soliciting business in the aisles or other public spaces, in another company's booth or in violation of any portion of the Exhibition Policy, will be asked to leave immediately. Additional penalties may be applied. Please report any violations you may observe to Show Management.

Show Management recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room, hospitality suite, restaurant, club, or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than the exhibition floor and at other events.

Exhibitors & Exhibitor Appointed Contractors (EAC) – Move-In/Move-Out

- Exhibitors must order security wristbands for their set-up staff and/or EACs to work in the exhibit hall on set-up days from Show Management by filling out the EAC form in the Exhibitor Portal
- Wristbands will be available at the EAC check-in desk
- Wristbands are not available for EACs for show days
- Security wristbands will not provide access on show days. Any staff member or EAC requiring access to an exhibitor's booth on show days (Sunday-Tuesday) should be provided with exhibitor badges from their allotment.

Fire and Safety Guidelines

The following State Fire Marshal's minimum fire safety requirements will be applied at all shows (trade, commercial or otherwise) will apply whether the exhibit space is open or closed to the public .

1. The display and operation of any cooking or heat producing appliances, pyrotechnics, use or storage of flammable liquids, compressed gases or any other process deemed hazardous by the State Fire Marshal must have advance approval by SHRM Show Management before it is brought to the Kentucky International Convention Center.
2. Any motor vehicles, gasoline-powered equipment, tools, etc., on display should have their batteries disconnected. All fuel tanks that are not equipped with locking gas caps will have the gas caps sealed with tape. All such fuel tanks will be less than one-fourth full. Absolutely no storage of any fuel is permitted in any building.
3. No parking of any vehicles, unless approved, is allowed in the building or loading docks. Cars and trucks should be removed immediately after loading or unloading.
4. Decorations and displays will not block or impede access to fire protection equipment (smoke detectors, sprinklers, fire extinguishers, exit markings, exit doors or emergency lighting equipment).
5. All decorations will be fire retardant. The decoration companies/exhibitors should be prepared to provide certificates of flame spread on all decoration items. Items that are not properly fire retardant will be removed.
6. All exhibits, signage and displays must be "Open Top" and not interfere with the facility fire detection and suppression system.
7. Additional fire extinguishers may be required at the discretion of the KSFM Representative .
8. All electrical devices and installations will be in accordance with the applicable provisions of the National Electrical Code. All electrical devices must be listed by an approved listing agency (Underwriters Laboratories, Factory Mutual or Underwriters Laboratories Canada). All electrical extension cords used will be of the heavy-duty type

(at least 14-gauge wire). Lightweight cords of the lamp cord variety are prohibited: any cords and/or devices that present a hazard will be subject to confiscation.

9. Exhibitors will adhere to fire safety laws, regulations and codes that have been duly adopted.

Food & Beverage for Hospitality

Levy Convention Centers is the exclusive food & beverage provider for the Kentucky International Convention Center. No food or beverage of any kind will be permitted to be brought into the venue by the patron or patron's guests or invitees without prior written approval from the General Manager. Food & beverage items may not be taken off the premises.

Distribution of food and beverages from the exhibitor's booth for hospitality is permitted only when the food and beverage is provided by Levy Convention Centers. Further information regarding catering can be found under the "Other Vendor" section of the Exhibitor Service Kit.

Freight, Material Handling, and Drayage

KICC will not accept advance shipments of freight or materials before the contracted move-in date. All shipments delivered to KICC after the official move-in date will be addressed to the attention of the show contractor. Under no circumstances will cash on delivery be accepted by KICC. If any labor is required by KICC staff, the exhibitor or show will be charged the prevailing rates for all laborers and equipment used. The exhibitor is responsible for arranging all shipments, supplies and drayage services with the official show contractor, Freeman. Please see the Exhibitor Services Kit for more information.

Giveaways and Prize Drawings

Exhibitors may provide small promotional items to distribute to anyone visiting the exhibitor's booth to assist visitors in remembering an exhibitor or a service offered. Examples of approved giveaways: pens/pencils, key chains, caps/visors, stress balls, water bottles, T-shirts/polo shirts. Giveaways may only be provided within the confines of the contracted exhibit booth and should be used to enhance meaningful connections with attendees, not detract from the attendee's ability to talk to representatives.

Exhibitors are allowed to register attendees for prizes drawings.

- 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, exhibitors may not hold drawings where attendees must be present to win.

Installation of Exhibits

Under no circumstances shall exhibitors attempt to move in (or move-out) any exhibit materials or other items through the main entrance areas of the facility without prior approval.

All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring exhibitors, hall laborers, or installation/dismantling equipment, such as forklifts. Displays should also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open. Tables, chairs, or any furniture's must not block or hinder the ability to safely exit the booth area.

Nothing may be taped, nailed, stapled, tacked, or affixed to ceilings, walls, painted surfaces, fire sprinklers, or fabric walls/air walls.

Closed toes shoes must be worn at all times in the exhibit halls and docks.

Please refer to the Exhibitor Services Kit for details.

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 Marketplace. All Exhibitors, their contractors and suppliers working in the exhibit hall are required to carry workers compensation insurance, and insurance should be made readily available if proof of documentation is requested.

Labor and Contractors (EACs)

Exhibitors that plan to use outside contracts must notify SHRM Exhibits & Sponsorship Team and Freeman in writing via the EAC form in the exhibitor portal 60 days prior to SHRM INCLUSION 2025. Outside contractors are required to supply verification of liability insurance coverage. All laborers must have local union clearance.

Lighting and Visuals

Self-contained visuals are permitted in the confines of the contracted exhibiting booth space (see **Rigging – Lighting & Hanging of Signs** section for more information).

Exhibitors will not be allowed to project images onto aisles, ceilings, walls, or any space or location outside the Exhibitor's purchased booth space.

Use of pyrotechnics, strobe lighting, and/or lasers are not permitted.

Marketing Materials Distribution

Exhibitors with marketing materials – including, but not limited to, leaflets, catalogs, magazines, brochures, pamphlets, and printed materials, are permitted to be distributed from their booths and no other location. Marketing materials may not be distributed in aisles or other common areas.

Placement of company's promotion material in any part of the KICC outside of the exhibitor's booth is prohibited.

No-Show Policy

Any booth unoccupied by 2 p.m. on Sunday, Oct. 26, 2025, may be regarded as a "no-show." The Exhibitor will be deemed to have cancelled the exhibit space contract, and, as such, the Exhibitor will pay as liquidated damages 100% of the total contracted space fee. All freight will be removed from the Exhibitor's booth and returned to the loading dock at the Exhibitor's expense, and SHRM will be free to assign the space to other exhibiting companies or utilize the space at its discretion.

Prohibited Items & Activities

- Exhibitors are subject to the Fire Marshal Regulations of the Commonwealth of Kentucky and health guidelines issues by the Kentucky Department for Public Health.
- Hanging signage is strictly prohibited from sprinkler lines, water, gas, or air lines, HVAC ductwork, electrical buss ducts or any other lines.
- Items found hanging on prohibited structures will be removed at owner's expense
- No holes may be drilled, cored or punched in the building without prior written approval from facility management
- No adhesive backed (stick-on) decals, advertisements or similar items may be distributed
- Decorations, signs, banners, etc. may not be taped, nailed, stapled or otherwise fastened to the ceilings, walls, doors, painted surfaces or columns without prior written approval from facility management

- No lighter-than-air (helium, etc.) balloons are permitted in any building. It is a violation of the City of Louisville ordinance to release lighter-than-air balloons into the atmosphere
- Passenger elevators and escalators are not to be used for transporting freight from level to level
- No door will be chained or blocked in any manner or rendered inaccessible at any time
- No furniture will be removed from the Pre-Function areas and Boardrooms. The conference tables will not be moved around within these rooms.
- No bicycles are to be operated indoors without prior written approval from facility management. No skates, Razor Scooters, skateboards, hoverboards, etc. are permitted to be used in or on property.
- No group or individual may sell items on the property without prior written approval of the lessee and facility management.
- Pamphlets, flyers or any such advertising or informational materials cannot be distributed in non-leased areas or parking areas. Such materials can only be distributed from exhibitor booths with the consent of show management.
- Clean up for non-authorized materials will be billed to the advertiser
- Tipping an employee is strictly prohibited

Rigging – Lighting & Hanging of Signs

- Rigging of Lights & Hanging Signs, Banner, and Graphics is allowed over Island Booths to a 20' max (top of the sign to the floor). Rigging is not permitted over Standard or Corner and In-Line Booth or Perimeter Booth.
- Labor must be contracted for rigging through Freeman. Please refer to the Exhibitor Services Kit for details.

Security

Each exhibitor is responsible for safeguarding its goods, materials, equipment, and exhibit at all times during SHRM INCLUSION 2025. SHRM provides 24-hour security guard service for the perimeter of the Exhibit Hall, but neither the guard service nor SHRM are responsible for loss of or damage to any property. Deliveries or removal of equipment are only permitted during move-in and move-out. SHRM recommends that you do not leave valuables in your booth unsupervised.

Selling Products, Samples, or Services

Selling of products, services or solutions for cash, check or credit card are strictly prohibited on the Marketplace floor. Contracts and orders may be written for future delivery of products or services.

Storage and Dismantling Exhibits

Storage of all advertising and supporting marketing materials must be accommodated on or under the tables provided. No crates, fiber cases, cardboard boxes, or reserve supplies may be stored behind the booth back walls. Access storage is available through Freeman.

Exhibitors are responsible for arranging the disposal of their booths through Freeman.

Dismantling hours and dates are specified in the Exhibitor Service Kit. **Packing of exhibits prior to the close of the Marketplace is strictly prohibited. Early tear down is a blatant violation of SHRM Show Management rules and regulations. Any such premature action is cause for expulsion from future shows and/or penalty from Show Management of up to \$3,500.**

Exhibitors shall be liable for all storage and handling charges for failure to remove exhibits.

Sublease

Sharing of exhibit space is strictly prohibited. All signs, displays, and products in a booth must be related to the Exhibitor's company only.

Survey

Written approval is required from SHRM in order to conduct any survey at SHRM INCLUSION 2025. Requests must be received and approved by the Exhibits & Sponsorship Team - ExpoHelp@Shrm.org, at least two weeks prior to the start of SHRM INCLUSION 2025. SHRM reserves the right to decline any survey it sees as inappropriate.

Videotaping and Photographs

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.

Vehicles

Island booth space required

Display of any motor vehicle in which a fuel tank is attached will be safeguarded by disconnecting the battery and securing the fuel tank fill pipe with a locking device or other approved method. Liquid fuel tanks will contain no more than five gallons or 25 percent fuel capacity, whichever is less. All internal combustion engine drive vehicles or equipment on display must have fuel filler caps locked or taped and batteries disconnected.

Exhibitors must obtain approval prior by General Service Provider – Freeman, prior to the finalization of booth schematics

Vehicle keys must be left with Freeman, and no extra vehicle keys must be onsite

3 feet of clear access or aisles must be maintained around the vehicle

- No part of the vehicle – including doors – may extend into aisles.
- Freeman must be used to spot vehicles during move-in and move-out
- Vehicle must remain in space after show closing until Freeman notifies the exhibitor
- Vehicles shall not be moved during the show and will remain turned off while freight doors are closed.
- A drip pan under the vehicle's drive train (motor to differential)
- Refueling is prohibited in the facility, on the docks and outside premises
- Batteries shall be disconnected in an approved manner. Electric vehicles must have their battery disconnected once placed in position. If unable to disconnect the battery due to battery location, then the ignition fuse must be removed. Electric vehicles are at no time allowed to be turned on during event hours.

Terms & 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, the right to cancel this Agreement, and the right to 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 (or the go-live date of the virtual 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/go-live date of the expo, SHRM is not liable for refunding the exhibit fees or any other costs incurred by the exhibitor. 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.
- 2. Payment Schedule**

A 50% deposit of the total fee for the exhibit space is due with each contract within NET 30 days. Note: 25% of the booth space rented is nonrefundable. Full payment for the exhibit space is due on or before July 24, 2025

 - a) After July 24, 2025, full payment must accompany all contracts within
 - b) A 50% deposit of the total fee for the exhibit space is due with each contract within NET 30 days. Note: 25% of the booth space rented is nonrefundable.
 - c) Full payment for the exhibit space is due on or before July 24, 2025.
 - d) After July 24, 2025, full payment must accompany all contracts within NET 30 days.
 - e) All payments must be made in full by event date or participation.
 - f) Balances outstanding for more than 90 days from initial invoice will be subject for review, and contracted space may be forcibly cancelled by SHRM. Any applicable cancellation fees will apply.
- 3. Cancellation And Downsizing Policy**
 - a) All cancellations and requests for refunds must be sent in writing to exhibits@shrm.org.
 - b) Cancellations or downsize requests received before July 24, 2025, will result in SHRM retaining 50% of the booth space payment.
 - c) There will be no refunds for cancellation or downsize requests after July 24, 2025.
 - d) In the event an Exhibitor cancels or downsizes on or after July 24, 2025, any outstanding balance must be paid in full and SHRM shall retain all amounts previously paid by the Exhibitor.
 - e) SHRM reserves the right to resell the exhibit space without notice or refund after July 24, 2025.
 - f) SHRM reserves the right to deny or cancel exhibit space to companies that have overdue account balances with SHRM or any of its affiliates.
- 4. Booth Display Regulations.** Exhibitor must comply with all rules in the SHRM Exhibitor Services Kit (and should review that Kit), as the same may be amended by SHRM in reasonable fashion on reasonable notice to exhibitor, including without limitation the following rules:
 - a) No exhibit may block or interfere with a neighboring exhibit as determined by SHRM.

- b) Inline/Standard booths: Maximum backwall height 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) 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 Exhibitor Service Kit & Exhibitor Resource section of the conference website 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 in-person exhibit space must be carpeted.
5. **Exhibit Space Assignments** for in-person exhibits 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 and on the virtual platform. Contracts and orders may be written for future delivery of products or services.
 7. **In-person 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, then SHRM may authorize the official contractor to affect the necessary finishing and the exhibitor will be required to pay all costs involved.
 8. **Exhibit Operation.** Exhibitor must operate and maintain its 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.
 9. **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 UL approved and must be wired by a licensed electrician.
 10. **Insurance for In-Person Exhibits.** Exhibitor (or General Service Contractor), and its contractors and suppliers working in the exhibit hall, shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Agreement, in an amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage, and shall supply SHRM with a certificate evidencing such coverage. SHRM shall be included in such policies as an additional named insured. Exhibitor acknowledges that SHRM and the expo venue, do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance insuring any losses by Exhibitor.
 11. **Indemnification.** Each Exhibitor Shall Indemnify and hold harmless SHRM and the expo venue from all liability in any way related to Exhibitor's 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.
 12. **Cancellation of Expo.** If SHRM should be prevented from holding the expo for any reason beyond SHRM control (such as, but not limited to damage to building, riots, strikes, breach by expo location, disease, acts of government or acts of God), 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.

13. **Expo Location Rules for In-Person Exhibits.** Exhibitor shall not cause any violation of the rules of the expo location.
14. **Food and Beverages for In-Person Exhibits** must be purchased from the official concessionaire unless incident to the exhibitor's product line.
15. **Soliciting outside the confines of the exhibitor's assigned in-person space is strictly prohibited. No materials may be placed outside of your booth space.**
16. **Labor and Contractors for In-Person Exhibits.** 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.
17. **Competitive Events** that distract from the conference and expo are prohibited.
18. **Non-Exhibiting Companies, Organizations and Individuals** who 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.
19. **Exhibitor Registration** is limited to sales, marketing, management, and special booth personnel. SHRM reserves the right to limit the number of exhibitor personnel.
20. **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.**
21. **Not Assignable by Exhibitor.** This Agreement may not be assigned by the exhibitor absent the written consent of SHRM.
22. **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.
23. **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, which may have related to the subject matter hereof in any way.
24. **Attorney's Fees.** In the event of any dispute concerning this Agreement, the prevailing parties shall be entitled to reasonable attorney's fees.
25. **Amendments to Rules and Regulations.** SHRM, at its discretion, may make reasonable changes, amendments or additions to these Terms and Conditions. Any changes, amendments or additions shall be binding on the exhibitor. The ruling of SHRM shall be final in all instances with regard to use of any exhibit space.