



2021 OHIO SAFETY CONGRESS & EXPO

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## **Agreement**

The Application, upon acceptance by the Ohio Bureau of Workers' Compensation's Division of Safety & Hygiene, Ohio Safety Congress & Expo (hereafter referred to as BWC), immediately creates a binding contract between the Exhibitor and BWC. AN AUTHORIZED SIGNATURE ON THE EXHIBIT SPACE AGREEMENT SIGNIFIES AN EXHIBITOR'S INTENTION TO BE BOUND BY THE TERMS OF THIS CONTRACT. BWC reserves the right to reject an Exhibitor's application to participate in the online Ohio Safety Congress & Expo. The contract shall contain, without alteration, all the terms and conditions governing the agreement between BWC and the Exhibitor. Any alteration to the terms and conditions of the contract by an applicant shall immediately cause rejection of the Exhibitor's application. Failure to meet or perform within the terms and conditions including the OSC Code of Conduct set forth in the contract shall permit BWC to immediately rescind or cancel the contract and to remove the Exhibitor from the Ohio Safety Congress & Expo. In that event, the Exhibitor will not receive a refund.

In consideration of the space allotted in the online expo, the Exhibitor agrees to comply with the conditions and rules set forth herein, the Code of Conduct, and in the Exhibitor Prospectus. It is understood and agreed that, in the event of failure or inability to fulfill its contract for an online exhibit space or participate due to fires, strike, authority of law, act of God, or for any other reason, BWC agrees to refund all deposits and other monies paid hereunder. In that event, this agreement shall be deemed cancelled by mutual consent, and BWC shall be relieved from all responsibility thereunder. It is further understood and agreed that all exhibits are at the Exhibitor's risk.

## **Terms and conditions**

**1. Eligibility of exhibitors** – Eligibility is limited to companies who supply products and/or services specifically related to the following industries: safety and health, workers' compensation, human resources, security, risk management, medical and rehabilitation. Additional companies that are deemed appropriate by BWC are also eligible. BWC reserves the right to deny participation to any company whose business is determined, at BWC's sole discretion, to be inappropriate for the exhibition. BWC shall have the sole right to determine the eligibility and proper format of the online exhibits, including, but not limited to: companies, products, systems, services, booth and digital graphics, reference materials and videos, items distributed during the conference, souvenirs, giveaways, booth personnel conduct, and all other exhibition features and activities.

The Exhibitor agrees not to display products or literature that are not regularly sold or distributed by him/her, except as deemed acceptable by BWC to illustrate the applications of his products. The Exhibitor shall not in any manner indicate that a BWC endorsement or approval of its product or service has been given by BWC. BWC reserves the right to alter or close any questionable exhibit in violation of, but not limited to, the exhibit space agreement and Code of Conduct. No refund shall be due under such circumstances. BWC reserves the right to prohibit or require the removal of any online exhibit or any part of an exhibit, which it deems unsuitable, or not in keeping with the character of the Ohio Safety Congress & Expo.

**2. Exhibitor personnel** – During expo marketplace hours of the online expo the exhibiting company is expected to have staff available to respond but not limited to emails, phone calls, video chats or chat rooms depending upon online expo service level purchased. All booths must be kept open and properly staffed. Inadequate staffing levels or lack of staffing will not be permitted and may result in probation or permanent removal from the Ohio Safety Congress & Expo. Booth personnel must conduct themselves in a professional manner. BWC reserves the right to warn and or penalize any derogatory behavior in the Code of Conduct including but not limited to acts of aggression, annoyance, lewdness, harassment, inappropriate attire, or physical disruptions to the event. This applies to all public or private correspondence on any OSC or BWC online event, platform and social media outlets.

**3. Cancellation and refunds** – BWC must receive all cancellation requests in writing. Cancellations received through Jan. 31, 2021 will be refunded 50% of booth fees. Cancellations received Feb. 1, 2021 and after will not be refunded. BWC reserves the right to resell any cancelled booth space, promotions, or advertising. This refund policy does not apply to promotions or advertising; all payments are final.

**4. Promotions, prize drawings, and advertisements** – BWC reserves the rights to reject or request revision of any product, artwork, or video content submitted for a booth, promotion or advertisement. A booth must be purchased in order to participate in any Ohio Safety Congress & Expo promotion, sponsorship, or advertisement. Exhibitors are not permitted to offer a promotion, giveaway or prize drawing that involves alcoholic beverages or products, tobacco products, firearms, blade weapons or cutlery during or in conjunction with the event.

**5. Contract for online booth space** – All contracts are subject to the rules herein given. All applications must be accompanied by full payment in the form of check or authorized credit card to cover the total cost of booth space, promotions, and advertising. No Exhibitor shall assign, sublet or apportion the whole or any part of the booth space, promotions or advertising, nor exhibit therein, nor permit any other party to exhibit therein, any other goods than those manufactured or handled by the Exhibitor in the regular course of their business, nor permit any representative or firm or company not exhibiting to solicit business or take orders in their space without the written permission from BWC. The Exhibitor must comply with and be bound by all laws, ordinances, and regulations of the country, state, county, and city.

**6. Music** – Music may not be played in any form without the proper license of copyrighted music.

**7. Limitation of liability** – It is expressly understood that BWC and its subcontractors will not be responsible for loss or damage which might ensue from any cause in connection with online exhibits, or from management of the Ohio Safety Congress & Expo. BWC and its officers, staff members, employees, agents, and representatives shall not, under any condition or circumstances, be responsible for any loss sustained by any Exhibitor. All rules and regulations the Ohio Safety Congress & Expo are a part of this contract, including but not limited to the Exhibitor Prospectus and Code of Conduct. It is expressly understood that BWC does not assume responsibility for extra charges for carpenter work, shelving, wiring, special decoration, furnishings, etc.

Each Exhibitor agrees that it shall assume sole responsibility for any damages to property or injuries to person, and shall indemnify, defend, and hold harmless BWC, the Ohio Safety Congress & Expo, its subcontractors and all of their collective officers, employees, agents and members for any and all alleged claims and liabilities which might ensue from any cause whatsoever, including any actions of any kind generally, and specifically, personal injuries to any Exhibitors, officer, staff members, employees, agents, representatives, attendees, and guests. Exhibitors shall obtain insurance to cover damage or loss to exhibit material and general commercial liability insurance against injury to the person or property of others. The duty to indemnify BWC and to obtain insurance does not apply to state agencies that cannot constitutionally agree to indemnification or to other agencies or persons with governmental immunity from liability.

IN NO EVENT SHALL THE BUREAU BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE BUREAU HAD BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

It is understood that all costs, fees, and expenses incurred by an Exhibitor as a result of any legal action against the Exhibitor shall be the sole responsibility of the Exhibitor. Reimbursement by way of Contribution, Indemnification, or otherwise shall not be sought against BWC or the Ohio Safety Congress & Expo. BWC shall not be held liable for said costs, fees, and expenses and the Exhibitor shall be liable to BWC for any costs, fees, and expenses incurred by BWC in defending any such action by the Exhibitor.

**8. Authority of show management** – BWC reserves the right to remove any Exhibitor, its assignees, or subletors from the Ohio Safety Congress & Expo in the event the Exhibitor violates any of these rules or provisions of the contract or the Code of Conduct. All matters not explicitly covered in these rules are subject to the decision of Ohio Safety Congress & Expo management. All Exhibitors must abide by decisions made by management.