

1. Cancellation

- a. All requests for cancellations and refunds must be submitted in writing electronically to expo@irstaxforum.com. Any exhibitor canceling on or before April 29, 2024, will receive a full refund less a \$250.00 processing fee for each item canceled (booth, hospitality suite, demo room, GITB). Expo passes are nonrefundable. Absolutely no refunds will be issued after April 29, 2024. There is a \$75 fee applied to all returned checks. The individual sponsorship item cancellation terms prior to April 29 are as follows:
 - i. Add Logo to Your Company Listing Cancellation policy: Before April 29: full refund less \$250 processing fee; no refunds after April 29.
 - ii. Charging Station Cancellation policy: Before April 29: full refund less \$250 processing fee; no refunds after April 29.
 - iii. Exclusive Reception Cancellation policy: Before April 29: full refund less \$250 processing fee; no refunds after April 29.
 - iv. Forum Guide Advertising Cancellation policy: Before April 29: full refund less \$250 processing fee; no refunds after April 29.
 - v. Highlighter/Pen Cancellation policy: no refunds once item is approved and order is placed or after April 29.
 - vi. Hotel Room Key Card Cancellation policy: no refunds once item is approved and order is placed or after April 29.
 - viii. Internet Café Cancellation policy: Before April 29: full refund less \$250 processing fee; no refunds after April 29.
 - ix. Lanyard/Badge Holder Cancellation policy: no refunds once item is approved and order is placed or after April 29.
 - x. Hand Sanitizer Bottles Cancellation policy: Before April 29: full refund less \$250 processing fee; no refunds after April 29.



xi. Water Bottles – Cancellation policy: no refunds once item is approved and order is placed or after April 29.

b. Any refunds will be paid no later than 28 days after approval. If the Forum is cancelled, vendor will be entitled to a refund of the booth rental on a prorated basis after expenses incurred to that date have been met.

Important notes:

- All sponsorship opportunities must be approved and arranged through show management.
- Sponsorship opportunities are only available to approved and current vendors, exhibiting at the specific forum where they wish to add the sponsorship.
- Sponsorship opportunities are available on a first-come, first-served basis. If multiple companies are interested in the same sponsorship, exclusive opportunities will be limited to one location per company.
- The sponsor is responsible for providing an electronic copy of the company logo and a company description. You cannot receive proper recognition on the website, signage, or in other acknowledgements until the logo and description are received.

2. Eligibility

Show management (SIDEM) and the IRS shall determine the eligibility of exhibits, including, but not limited to: companies, products, systems, services, booth graphics, printed materials distributed at the conference, souvenirs/giveaways, costumes/booth personnel attire, and all other exposition features and activities.



3. Forum Promotion

Vendor hereby irrevocably grants SIDEM and the IRS the right to use its name, logo, and descriptions of Vendor's products and services in any media used to promote the IRS Nationwide Tax Forums.

4. Arrangement of Exhibits

- a. The space provided will be as shown on the floor plan, but SIDEM reserves the right to change the floor plan, including - but not limited to aisle space and booth allocation, without notice in order to comply with fire, safety and accessibility regulations, or to provide, at SIDEM's sole discretion, a safer, more satisfactory, more balanced, attractive and successful exhibition.
- b. Exhibits and displays placement must accommodate physical safety considerations. There cannot be loose cords or cabling; free-standing units must be secure; and ease of egress from the exhibit for emergency purposes must be assured. For consistency and in order to be fair to all exhibitors, booth structures should not create significant obstructions to sight lines.
- c. No refunds or reductions in fees will be granted as a result of any reassignment of space.

5. Children Policy

- a. Children regardless of age will not be permitted in seminar rooms or on the Exhibit Hall floor, for any reason, without registering as a participant and wearing the appropriate forum badge.
- b. Children are specifically prohibited from being on the Exhibit Hall floor during move-in and move-out hours.
- c. Children in the conference area must be accompanied by an adult at all times. No exceptions shall be granted.
- d. Vendors shall not invite anyone to the exhibit hall, hospitality suites, or demo rooms without them being a paid attendee, person entering or visiting without a valid forum badge/registration will be asked to leave.



6. Badges

- a. All vendor personnel must wear a 2024 vendor badge and/or appropriate forum registration badge at all times.
- b. A Government-issued photo ID is required to pick-up each badge.
- c. Group badge pick-up is not permitted.
- d. Badges are non-refundable and non-transferable.
- e. Badge swapping or badge sharing is not permitted.
- f. A reprint fee of \$50.00 per badge shall apply to all lost/misplaced badges.
- g. Badges must be visible at all times while at the Forum.
- h. Any person visiting the exhibits is required to register and wear an appropriate badge while in attendance.
- i. Each vendor will be allowed three (3) exhibitor badges per booth with registration.
- j. Each vendor will be able to purchase up to three (3) expo-only badges per booth at the rate of \$50.00 each.
- k. Additional expo-only badges may be purchased at the rate of \$150.00 per badge.

7. Admissions

- a. SIDEM shall have sole control over exhibit admissions policies at all times.
- b. Vendor acknowledges that no individual will be allowed to work at the vendor's booth(s), hospitality suites, or demo rooms without a 2024 vendor badge.



- c. Vendor acknowledges that access to the Exhibit Hall outside of business hours is prohibited. All needed items must be taken out with the vendor before the Exhibit Hall closes.
- d. Vendor will be granted periods of time prior to, and after, the public operating hours of the Exhibit Hall for general booth maintenance during conference business hours.

8. Vendor Participation

- a. All vendor registration must be received no less than 14 days prior to conference start date. Vendor recognizes that ultimate approval of any and all displays is subject to SIDEM/IRS discretion, and any decisions so rendered are binding and final.
- b. Vendor must register and display under the same name. All materials must bear the registered vendor's name. No exception shall be granted.
- c. SIDEM/IRS reserves the right to refuse to rent booths to vendors at own discretion.
- d. Vendor understands that registration is complete and space assignment will be given (subject to reassignment as explained herein) when full payment and signed (digital/electronic initials) contract is received by SIDEM.
- e. SIDEM/IRS reserves the right to have vendor at any time, remove items from public display and cease distribution of said material if they are deemed unsuitable to the standards set by SIDEM/IRS.
- f. Vendor will have displays completely assembled and Exhibit Hall staffed at all times when the hall is open to the public.
- g. Vendor will display lead retrieval disclosure when using lead retrieval in expo hall and vendor demo room/hospitality suites.
- h. Vendors making a sale during the show must provide the customer with a written refund policy and point of contact (either on the receipt or as an



insert provided with the transaction).

- i. Vendor will work with attendees in the event of a dispute within the guidelines of the company return/refund policy; neither show management nor IRS will get involved in disputes.
- j. In the event vendor does not work out disputes, SIDEM/IRS reserves the right to deny vendor from participation at future forums.

9. Installation & Dismantling

- a. Children are prohibited from being on the Exhibit Hall floor during move-in and move-out hours. No exceptions can be made due to liability issues.
- b. Vendor booth setup is Monday (1:00 pm 6:00 pm). There will be no booth assembly on Tuesday morning. A fine of \$500 will be assessed for late setup.
- c. All boxes and trash must be removed from booth space by Tuesday at 8:30 am.
- d. Exhibit hours are Tuesday (11:00 am 6:00 pm) and Wednesday (10:00 am 2:30 pm).
- e. Vendor booth dismantling is Wednesday (2:30 pm 4:30 pm).
- f. Vendors recognize that there will be NO BOOTH DISMANTLING during exhibit hours. A fine of \$500 shall be assessed for early breakdown.
- g. All exhibit materials must be removed from the Exhibit Hall promptly at the close of the exhibit.
- h. Any exhibit materials left by the vendor will be trashed by show management without notification to vendor. SIDEM will charge the vendor for the expenses of dismantling and disposing of materials left by vendor.

10. Protection of Property



- a. Nothing shall be pasted, tacked, nailed, screwed or otherwise affixed to columns, walls, floors or other parts of the building or furniture.
- b. If the premises are defaced or damaged by an act of negligence by any of the vendor's representatives, its agents, employees, or guests, the vendor will pay for any and all expenses incurred by such damage.

11. Sub-leasing

- a. Vendor space is non-transferrable.
- b. Vendor shall not sublet or assign any portion of their rented space in the Exhibit Hall without the prior written consent of SIDEM/IRS and shall incur an additional charge of 25% of the total cost for exhibit space for each additional approved vendor.
- c. Requests for additional vendors in the booth must be submitted at least 14 days in advance of the show start date for approval by SIDEM/IRS.
- d. Vendor shall not allow any other corporation or entity (or its representatives) to use the space allotted to the vendor, nor shall the vendor display articles (or services) not manufactured or normally sold by the vendor and approved in advance by SIDEM/IRS.
- e. Vendor understands that it is required to clearly and openly state, in writing, the identity and purpose of any organization assigning or subletting any portion of the rented space.
- f. SIDEM/IRS reserves the right to disallow or demand the ejection of <u>any</u> subleasing or assigning organization from the Exhibit Hall without notice or refund to contracted vendor or subtenant.

12. Conduct & Restrictions

a. SIDEM/IRS reserves the right to restrict exhibits which - because of noise, odors, safety, methods of operation or any other reason - become objectionable or otherwise detract from or are out of keeping with the character of the exposition as a whole. This reservation includes persons,



things, actions, and printed materials.

- SIDEM/IRS reserves the right to alter or close any exhibit which does not conform to the provisions of this contract. No refund shall be due under such circumstances.
- c. SIDEM/IRS also reserves the right to exclude any nonconforming party from exhibiting at any future Forums.
- d. SIDEM/IRS reserves the right to close vendor's exhibit whenever it is deemed necessary by SIDEM/IRS for the safety or comfort of those attending the IRS Nationwide Tax Forums. This includes, but is not limited to, instances when SIDEM/IRS deem that the vendor's conduct is inappropriate or aggressive or that the exhibit is objectionable or offensive.

13. Photography and Videotaping

- a. While photographing, audiotaping, and videotaping are allowed in the Exhibit Hall, permission must be granted by the subject. All vendors are required to obtain signed release/waiver documents as applicable.
- b. Exhibitors may photograph, videotape, and/or audiotape attendees in their own Hospitality Suite or Demo Room only, permission must be granted by the subject. A sign must be visible by all entering the Hospitality Suite or Demo Room giving notification of photographing or videotaping.

14. Vendor Activities and Promotional Materials

- a. Vendors will register and display under the same name. All materials distributed will bear the name of the registered vendor. If vendor fails to adhere to this policy, SIDEM/IRS reserves the right to prohibit the distribution of such material.
- b. Vendor agrees that all demonstrations, displays, and all other vendorsponsored activities will be confined to the limits of Vendor's booth and acknowledges that special lighting displays such as gobo projections and strobe lights are prohibited within the Exhibit Hall.



- c. Aisles may not be obstructed at any time by vendor's activities.
- d. Promotional articles, premiums, novelties, publications, souvenirs, and printed educational and promotional materials may be distributed from the confines of the vendor's booth only. All such materials must be made available to all exhibition attendees if the materials are offered. Additionally, no material may be distributed to attendees outside of the Exhibit Hall. Any vendor who engages in distribution of printed materials outside of the Exhibit Hall space (including common areas of the hotel during Forum hours) will be asked to leave.
- e. Prizes, contests or drawings must be approved in advance by SIDEM/IRS.
- f. All drawings must take place during Exhibit Hall hours in the Exhibit Hall and no later than 1:30 pm Wednesday.
- g. Drawing participants need not be present to win.
- h. Promotional hand-out materials other than literature pertaining to vendor's products and services must be approved in advance. SIDEM/IRS may deny the distribution of any material it considers objectionable.
- i. Any food or beverage distribution must be approved by show management and the host facility at least 14 days in advance.
- j. SIDEM/IRS or its designees shall retain the absolute right, without limitation, to enter the leased area occupied at any time by vendor and to inspect any material distributed or made available in the leased area.

15. Sponsorship Opportunities, Demo Rooms and Hospitality Suites

- a. All Hospitality Suites and Demo Rooms must be approved and arranged through SIDEM. No exceptions shall be granted.
- All sponsorship opportunities, including but not limited to Add Logo to Your Company Listing, Charging Station, Forum Guide Advertising, Highlighter/Pen, Hotel Room Key Card, Internet Café, Lanyard/Badge Holder, Networking Reception, Water Bottles, Demo Rooms, Hospitality



Suites, Get-in-the-Bag, etc. are only available to approved and current vendors, exhibiting at the specific forum where they wish to add the sponsorship. No exceptions shall be granted.

- c. All promotional items in the Hospitality Suite or Demo Room must bear the name of, and be products of, the approved vendor.
- d. Partner organizations must be listed as partners on the vendor's account and vetted through the approval process to be considered for promotional items.
- e. Requests for Demo Rooms and/or Hospitality Suites must be submitted to SIDEM/IRS at least 14 days prior to each Forum. (no exceptions)
- f. No additional parties will be allowed in Demo Rooms and/or Hospitality Suites without prior approval.
- g. All individuals working in Demo Rooms and/or Hospitality Suites must have appropriate forum badges bearing the exhibiting company name. No exceptions shall be granted.
- Any staff working in Demo Rooms/Hospitality Suites may only wear promotional attire from the vendor/company that rented the space and approved by SIDEM/IRS.
- i. Food and beverage must be arranged through the facility catering department.
 - i. Alcoholic beverages may only be served after sessions end for the day.
 - ii. Alcoholic beverages should not be served to guests who are under the age of 21 or appear intoxicated.
- j. Any staff working in Demo Rooms/Hospitality Suites may only wear promotional attire from the vendor/company that rented the space and



approved by SIDEM/IRS.

- k. Food and beverage must be arranged through the facility catering department.
 - i. Alcoholic beverages may only be served after sessions end for the day.
 - ii. Alcoholic beverages should not be served to guests who are under the age of 21 or appear intoxicated.
- I. All groups are allowed to display up to 5 directional signs for their hospitality suites or demo rooms. Information on the sign must match the company name or name of the products/services and contain an arrow or a meeting room name/time.
- m. Directional signs may not be placed in places that obstruct traffic flow, including around escalator landings. Signs are not allowed inside of seminar rooms or inside the exhibit hall (except inside your booth space).
- n. Vendors that have purchased a Hospitality Suite or have meetings taking place on Tuesday, may display their signs on Monday afternoon; all signage must be removed from public space within 2 hours of completion of the event.
- o. Vendors that have purchased Demo Rooms or have meetings taking place on Wednesday or Thursday may display their signage on the day of their room rental only; all signage must be removed from public space within 2 hours of completion of the event.
- p. Vendors are prohibited from moving or blocking other signage.
- q. Vendors are required to bring their own easels. If requested, show management will provide one easel to be used outside of the meeting room.



16. Conflicting Events

In the interest of the success of the entire forum and exhibition, the vendor agrees not to extend invitations, call meetings, or otherwise encourage absence of attendees from the forum's activities or the Exhibit Hall during the official program hours, except as approved by SIDEM/IRS. Booths must be manned and open during exhibit hours.

17. No Show Policy

In the event vendor fails to occupy rented space as outlined in this agreement, SIDEM has the right, without notice to vendor, to use or reclaim the unoccupied space, including renting said space to another vendor with no refund or allowance to the defaulting vendor.

18. Liability

- a. Vendor agrees to be responsible for, indemnify, and hold SIDEM/IRS and their officers, employees, agents, affiliates and representatives, harmless from, any and all claims of any nature, losses, damages, costs, expenses (including attorney's fees), personal injury, death, and/or any other claims arising from or related to any act or omission by the vendor or its officers, agents, guests, representatives or employees.
- b. Vendor agrees to be responsible for, indemnify, and hold SIDEM/IRS its officers, employees, agents, affiliates and representatives, harmless in case of theft of the vendor's property both during business hours and after hours.
- c. Vendor understands that in the event that SIDEM/IRS shall be held liable for any reason that might result from vendor's action or failure to act, said vendor agrees to reimburse SIDEM/IRS for all resulting costs and liability, including attorney's fees.
- d. Vendor agrees to protect, indemnify, and hold harmless SIDEM/IRS and the exhibit facility forever for any damages or charges imposed for violation of any law or ordinance whether occasioned by the negligence of vendor or those acting on behalf of the Vendor. Vendor agrees to strictly



comply with the applicable terms contained in the agreement between SIDEM and the exhibit facility regarding the exhibition premises; and further, the vendor shall at all times protect, indemnify, and hold harmless SIDEM/IRS and the exhibit facility against and from any and all loss, cost, damage, liability, injury or expense (including attorney's fees) arising from, out of, or by reason of any accident or other occurrence to anyone - including the vendor, its agents, employees and invitees - which arise from or by reason of said Vendor's occupancy and use of the exhibition premises or part thereof.

- e. The Vendor understands that neither SIDEM/IRS nor the exhibit facility maintains insurance covering the vendor's property and it is the sole responsibility of the Vendor to obtain coverage at their expense against personal injury, property loss or damage, fire and theft in such an amount as the Exhibit Facility requires. Vendor bears full and complete responsibility for the safety of its property from theft, damage, accident, or other causes. Vendor is advised to consult its insurance carriers for proper coverage.
- f. It is the vendor's responsibility to comply with any additional requirement, policy or procedure imposed by the individual property/hotel. These requirements can be requested from the property/hotel directly or may also be requested from the show management.
- g. Any refunds will be paid no later than 28 days after approval. If the Forum is cancelled, vendor will be entitled to a refund of the booth rental on a pro-rated basis after expenses incurred to that date have been met.

19. Fire Regulations

- a. All booth decorations and construction must conform to the regulations of the hosting city Fire Marshall.
- b. Cloth or other display materials must be flame-proof.
- c. Packing containers, excelsior, wrapping and similar material must be removed from the exhibit area after set-up and not stored under tables or behind displays.



20. Interpretation

These terms become a part of the contract between vendor (or their representatives) and SIDEM. Anyone who fails to observe the conditions of the contract or who, in the opinion of SIDEM/IRS, conducts itself unethically may be dismissed from the exhibition without refund. Vendor shall comply with all rules and regulations of the host site.

21. General

The parties agree that any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or the American Arbitration Association in the District of Columbia. All hearings, testimony, and proceedings will take place in the District of Columbia unless SIDEM agrees to a different location. The parties further agree that they may conduct reasonable discovery pursuant to the arbitration rules and that any arbitration decision and award will be binding.