



September 25-27, 2023 • Marriott Rivercenter • San Antonio, TX

**TABLE TOP EXHIBITOR CONTRACT**  
Complete this form and email to:  
mary@novackmanagement.com

**EXHIBITOR INFORMATION**

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Contact Person \_\_\_\_\_ Email \_\_\_\_\_

**SPACE REQUIREMENTS**

**Desired exhibit space number:**

1st choice \_\_\_\_\_

2nd choice \_\_\_\_\_

3rd choice \_\_\_\_\_

**\* Exhibitor Fee:**

CPI Member \$2,795.00

Non Member \$3,395.00

**Included in the rental cost:**

- Backwall and side dividing pipe & drape
- Six-foot draped table
- Two chairs and wastebasket
- Company ID sign
- Electrical outlet
- Company Listing in Conference Mobile App

**o Two Full Conference badges**

Exhibitor Full Conference badge includes admission to Opening Session, Industry Reception, Closing Luncheon, Technical and Issue Sessions

All Table Top Spaces are 6' x 10'

**SIGNATURE**

**EXHIBITOR HAS READ THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT.**

Exhibitor understands this agreement shall be legally binding between the American Chemistry Council (ACC) and Exhibitor only upon acceptance in writing by ACC. Any modification to this Agreement must be made in writing. This Agreement may be executed in counterparts, with all such counterparts constituting one Agreement. This Agreement may be executed and delivered by facsimile signature and such signature shall be treated as an original.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Please print): \_\_\_\_\_ Phone: \_\_\_\_\_

Conference Management: \_\_\_\_\_ Date: \_\_\_\_\_

ACC, the Center for the Polyurethanes Industry (CPI) of ACC, and Conference Management will attempt to honor your selection; however, opportunities are limited and final decisions regarding assignment are the sole discretion of ACC and CPI. The exhibit hall floorplan is subject to change.

# 2023 POLYURETHANES TECHNICAL CONFERENCE EXHIBITOR AGREEMENT

## Exhibitor agrees to abide by the terms and conditions of this Agreement

1. Definitions: (a) "Exhibitor" means the applicant identified on the front hereof; (b) "Conference" means the 2023 Polyurethanes Technical Conference; (c) "CPI" means the Center for the Polyurethanes Industry; (d) "ACC" means the American Chemistry Council, Inc., and its agents, employees and affiliates; (e) "Hall Management" means the owner or manager of the venue in which the Conference is conducted, and its employees and agents; (f) "Hall" means the facility in which the Conference is conducted; (g) "Conference Management" means Novack Management, Inc..

2. Eligibility. ACC has the sole right to accept or decline an Exhibitor Agreement and to determine the eligibility of any Exhibitor for inclusion in the Conference. Exhibitor Agreements will be accepted or declined based on considerations including availability of tables and whether the proposed products and/or services of Exhibitor support the objectives, goals and success of the Conference. Acceptance of an Exhibitor Agreement and Table Top Exhibit does not carry ACC's or CPI's endorsement of the products or services of that Exhibitor.

3. Payment. Exhibitor agrees to pay all appropriate Exhibitor Fees. ACC, CPI or Conference Management are not responsible for any bank fees. No Exhibitor will be permitted to retain a Table Top Exhibit without prior full payment. If the Exhibitor Fee is not paid within 30 days of transmittal of invoice by CPI, ACC and CPI reserve the right to cancel Exhibitor Agreement and reassign and/or re-sell table.

4. Exhibitor Cancellation. All Exhibitor Fees are nonrefundable, regardless of the reason for cancellation or whether ACC, CPI and Conference Management are able to re-sell the table.

5. ACC or CPI Cancellation. ACC or CPI will cancel the exhibit if (1) payments are not made according to the payment schedule or (2) if the Exhibitor fails to comply with this Agreement.

6. Distribution of Materials. Exhibitor has the right to distribute materials from its exhibit. Distribution of materials and selling may not occur at any other location. CPI reserves the right to withhold approval and refuse the distribution of any items which CPI, in its sole discretion, deems inconsistent with the goals, objectives, and successful operation of the Conference. No signs, posters, literature or announcements are permitted in the Hall or official hotels except at approved sponsored activity or unless ACC or CPI provides prior approval.

7. Limitation of Liability. Neither ACC, CPI, Conference Management, the Hall, Hall Management, nor their officers, directors, employees, members, or agents will be responsible or liable for injury to any person or persons or for loss or damage to any Exhibitor's property or any person or persons while in transit to or from or while in the Hall.

8. Indemnification/Insurance. Exhibitor indemnifies and agrees to hold harmless ACC, CPI, Conference Management, Hall Management, and their agents, members, officers, directors and employees against any and all liability whatsoever arising from damages to property or personal injury caused by an Exhibitor its agents, representatives, or employees. Exhibitor assumes complete responsibility and liability for all loss, damage, or destruction of Exhibitor's property, its agents and all of the Hall Management's property used by Exhibitor or brought into the Hall on its behalf. Exhibitor also assumes full responsibility for all injury to any and all persons or property that is in any way connected with Exhibitor's property, including equipment, or caused by Exhibitor, its agents, representatives or employees. Exhibitor agrees to maintain adequate insurance to fully protect ACC, CPI, their members, and Conference Management and will show proof of insurance to CPI, if requested. Exhibitor is responsible for the safety of its property and employees against robbery, burglary, theft or damage by fire or any other cause.

9. Use of Trademarks. Exhibitor represents and warrants that it has the power and authority to grant, and does hereby grant to ACC and CPI a non-exclusive, non-transferable, royalty-free, worldwide license to reproduce and display all logos, trademarks, trade names and similar identifying material relating to Exhibitor (the "Exhibitor Marks") solely in connection with the promotion and marketing of the Conference in accordance with the terms this Agreement, provided, however, that ACC and CPI shall, other than as specifically provided for in this Agreement, not make any specific use of any Exhibitor Mark without first submitting a sample of such use to Exhibitor and obtaining its prior approval, which shall not be unreasonably withheld. Exhibitor agrees to indemnify and hold harmless ACC, CPI, and their agents, members, officers, directors and employees from any and all claims for monetary awards, including but not limited to reasonable attorney's fees, made by third persons

relating to or arising from any third-party claims arising from the use of ACC and CPI of Exhibitor Marks.

10. Damages. Exhibitor waives all claims of any kind against ACC, CPI or any of ACC or CPI's directors, officers, members, employees, or agents, and Conference Management arising from the performance of the Conference. Exhibitor agrees that ACC, CPI, Conference Management, nor Hall Management shall be liable for any loss or damage to Exhibitor including loss or damage to Exhibitor's business by reasons of failure to hold the conference or for any action of ACC, CPI, their directors, officers, employees, members, or agents or Conference Management.

11. Force Majeure. A delay in or failure of ACC, CPI or Conference Management to perform its obligations shall not constitute default under this Agreement nor give rise to any claim for damage if and to the extent such delay or failure is caused by occurrences, whether direct or indirect, beyond the reasonable control of ACC, CPI or Conference Management, including, but not limited to: Acts of God, strikes, civil disorder, terrorism, war, or legal prohibition that makes this Agreement impracticable or illegal.

12. Compliance with Applicable Laws. Exhibitor agrees to discharge all obligations imposed on it by any applicable law, regulation, order, license, permit, approval, or other legal requirement, together with the rules and regulations of the Hall.

13. Errors and Omissions. Exhibitor agrees that ACC and CPI will not be liable in the event of any errors or omissions in the Conference directory or other Conference materials.

14. Interpretation. ACC and CPI shall have full discretion in the interpretation and enforcement of all terms governing Exhibitors and to adopt further terms as may be deemed necessary by them for the general success of the Conference, including amending and interpreting the terms stated in this Agreement and Hall contract to which ACC and CPI are parties. All matters and questions not covered by the Exhibitor Agreement shall be the final judgment and decision of ACC and CPI. Exhibitor agreed to be bound by ACC and CPI's decision.

15. Relationship of the Parties. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other in any respect.

16. Amendments to Terms. Any matters not specifically covered by the preceding terms and conditions may be amended at any time by ACC or CPI, and all amendments so made shall be binding on Exhibitor equally with the foregoing terms.

17. Display Rules. Exhibitor agrees to abide by the following display rules: only one exhibiting company per table; display area pipe and drape is 10 feet across x 6 feet deep. A six (6) foot-long skirted table will be placed at the front of the space. Signs, banners, graphics, etc., may be hung on the back-wall drape but cannot extend above the height of the drape (8'). All other display material such as freestanding signs, etc., must be placed behind the table and cannot exceed 8 feet in height. Exhibitor may use its own custom-printed table covering or standing sign on their table. Signs placed on table must not exceed 4 feet in height from the top of the table; distribution of Exhibitor's materials and selling must be confined to its assigned table; table top exhibitor personnel must register and their badges must be worn at all times while staffing their exhibit. ACC and CPI reserve the right to restrict table top exhibits which are objectionable because of size, noise, glaring or flashing lights, method of operation, or any other reason and, therefore, to prohibit or evict any Exhibitor who, in sole the opinion of ACC and CPI, may detract from the overall good of the event. Exhibitors' displays must not be dismantled prior to the official closing time of the conference. Every exhibit must be fully operational during the entire conference.

18. Miscellaneous. All terms and conditions of this Agreement shall be binding upon the parties and their representatives. If any term of this Agreement shall be declared invalid or unenforceable, then the remainder of this Agreement shall continue in full force and effect. This Agreement is not assignable or transferable by Exhibitor except with the prior, written consent of ACC. ACC may assign its rights and/or delegate its duties under this Agreement, in whole or in part, without prior written consent of Exhibitor. This Agreement states the complete agreement and understanding of the parties. The laws of the Commonwealth of Virginia, United States of America shall govern this Agreement.

# 2023 Polyurethanes Technical Conference

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