

Exhibitor Terms of Agreement



BOOTH RENTAL

Exhibitor hereby agrees to rent a single or double booth during the Ohio REALTORS Convention & Expo, September 10-13, 2023. The Exhibitor agrees to ensure the booth will be set-up during the designated timeframe and staffed during the open hours of the Expo.

BILLING

Payment shall be submitted online using the form provided. If a check payment is preferred, payment must be made payable to Ohio REALTORS and is due and owing prior to August 18, 2023. In the event payment is not received prior to August 18, 2023, Ohio REALTORS has the right to cancel and/or change booth availability.

SHOW MANAGER

Smith Expo is the official show manager and will be available on-site. After completing the booth rental application and payment, each Exhibitor will be contacted by Smith Expo via email with instructions to acquire electricity, phone, internet, or decorative needs. Smith Expo's contact information is 317-710-8703 or email hsmith@smithexpo.com. Exhibitors may contact them regarding shipping or booth set-up requirements.

SOLICITATION

Only organizations that are official Exhibitors may solicit or distribute materials. Advertising, soliciting, or material distribution is only permitted within booth space.

LIABILITY

Exhibitors shall indemnify and hold harmless the Duke Energy Convention Center, the Hyatt Regency Cincinnati, Smith Expo, Ohio REALTORS and their employees and agents from claims, **damages**, and liability **of any kind**, including **but not limited to** attorney's fees and court costs, which might arise from any cause resulting or connected with the rental of the exhibition booth, including but not limited to, transportation, set up, removal, or display of exhibits, **exposure and/or contraction of any communicable disease or illness and complications, including COVID19**. Each exhibitor is responsible for securing insurance at his own expense **and assumes any risk of possible exposure and/or contraction of any communicable disease**. Further, Ohio REALTORS makes no guarantees to Exhibitor regarding attendance numbers at the Expo or potential sales of its product or services.

CANCELLATION

It is mutually agreed that in the event of cancellation of the Ohio REALTORS Expo due to an event outside the control of the parties that materially effects the ability of either party to perform the terms of this agreement, including acts of God, natural disaster, fire, strikes, governmental regulations/orders, terrorism, pandemic, curtailment of transportation or other causes which would prevent a scheduled opening or continuance of the Expo, this agreement will be terminated and the Ohio REALTORS shall determine an equitable basis for the refund of such portion of the exhibit fees as is possible, after consideration of expenditures and commitments already made.

Cancellation of booth by Exhibitor will receive a full refund if requested prior to August 18, 2023. There will be no refunds issued for exhibitor space after August 18, 2023.

AGREEMENT

The Exhibitor agrees that this document represents the complete terms agreed upon by the parties and that the parties are not relying on any other agreements or representations, whether verbal or in writing. Any changes to the terms of this agreement must be made in writing and signed by both parties.