SLA 2017 Annual Conference & INFO-EXPO
June 16 – 20, 2017
Phoenix Convention Center
Phoenix, Arizona

www.sla.org/Phoenix2017
SLA 2017 EXHIBITOR AGREEMENT

COMPANY INFORMATION

Company

Company Address (No P.O. Boxes)

City State/Province

Postal Code Country

Tel Fax

Company E-mail Web Address

PRIMARY CONTACT

Name Title

Tel Fax E-mail

SECONDARY CONTACT

Name Title

Tel Email

SLA MEMBER: □ Yes □ No

Name or Membership Number

PAYMENT INFORMATION (All Information Must Be Provided In Order to Process)

Contracts submitted prior to Friday, March 17, 2017 must include a 50% deposit with the balance due by Friday, March 17, 2017. Contracts submitted after March 17, 2017 must include 100% payment. If paying by check, the total amount must be received by SLA HQ within two weeks of submission of the contract. An e-mail confirmation and an invoice of the confirmed exhibit space will be sent to the primary contact.

Select one: □ 50% Deposit: □ Full Payment:

Payment Type: □ Check #: □ MasterCard □ Visa □ AMEX Card Number:

Exp. Date Security Code

Make Checks Payable in U.S. Dollars to SLA.

Note: All Exhibitor obligations, including payment are binding upon signing. SLA reserves the right not to assign and/or hold booths for any or no reason whatsoever, and to only process with payment.

AUTHORIZED SIGNATURE

On behalf of the above named exhibitor ("Exhibitor"), I, an authorized representative, hereby agree to rent the exhibit booth space specified above from the Special Libraries Association ("SLA") at the 2017 Annual Conference &INFO-EXPO of the Special Libraries Association, Phoenix Convention Center ("Exhibition Facility"), Phoenix, Arizona USA to be held June 16 - 20, 2017 (the "Exhibition") under the terms and conditions of this agreement and the SLA General Rules and Regulations For Exhibitors (collectively, the "Exhibitor Agreement"). The undersigned represents and warrants that he/she is over the age of 18 and duly authorized by all necessary and appropriate action to execute this Exhibitor Agreement on behalf of the Exhibitor.

□ I have read the General Rules and Regulations

Print Name Title Authorized Signature Date

CANCELLATIONS (All cancellations subject to a $100 administrative fee)

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Percentage of Fees Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 15 - September 13, 2016</td>
<td>100%</td>
</tr>
<tr>
<td>September 11 - December 10, 2016</td>
<td>70%</td>
</tr>
<tr>
<td>December 14 - March 17, 2017</td>
<td>50%</td>
</tr>
<tr>
<td>After March 17, 2017</td>
<td>No Refund</td>
</tr>
</tbody>
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OFFICE USE ONLY

Date Accepted: ___________  Initials:

Deposit: _______________  Full Amount: _______________

ID: _______________  Invoice #:

Booth space assigned: ________________________________
GENERAL RULES AND REGULATIONS FOR EXHIBITORS

EXHIBIT BOOTH ASSIGNMENT
SLA shall use reasonable efforts to assign Exhibitor a booth in one of its preferred locations, and apart from its designated competitors. Notwithstanding the foregoing, SLA reserves the right to change location assignments at any time and for any reason whatsoever, in its sole discretion. In case of conflicting requests, preferential assignment will be afforded to those exhibitors with continuing participation in past exhibitions. SLA shall provide written confirmation to Exhibitor of its assignments or any changes thereto. SLA has a right to not accept prospective exhibitors that are not industry related to our association standards.

EXHIBIT FEES
All booth prices are listed online. See www.sla.org/Phoenix2017.

AUTHORIZED PERSONNEL
Admission to the Exhibition will be available only to registrants. Person's not assigned exhibit space will not be authorized to solicit business in any manner in connection with the Exhibition. SLA shall provide to Exhibitor that number of exhibitor registrations and badges as listed in the Exhibitor Prospectus for the applicable booth size. All Exhibitor personnel staffing exhibit booths will be required to register at the exhibitor registration desk and prominently display the exhibitor badge (registration is limited to those 18 years of age and older). Badges are not transferable and badges worn other than by the personnel issued to are subject to confiscation without return or refund. Only authorized personnel wearing exhibit badges will be allowed into the exhibit area 2 hours prior to the opening hours of the exhibit area each day. Additional exhibitor full-conference and/or booth staff registrations are available for $50.

EXHIBITS SUBJECT TO SLA’S APPROVAL
SLA may review, exclude, modify, remove or require Exhibitor to modify or remove any exhibits, Exhibitor personnel (e.g., employees, agents, invitees, etc.) or Exhibitor materials or activities (e.g., costumes, décor, music, paraphernalia, fliers, method of operation, conduct, etc.) that, in its sole discretion, is unsuitable, dangerous, or objectionable for the Exhibition. In the event of such exclusion, modification, or removal, Exhibitor agrees to pay or reimburse SLA for any expenses incurred by SLA or its agents in connection therewith at the then-prevailing rates. Exhibitor materials or activities in connection therewith, must be confined to the Exhibitor’s own booth. Further, Exhibitor agrees not to assign, sublet, or share, the booth, in whole or in part, without the prior written consent of SLA. In the event more than one exhibitor uses the assigned booth, Exhibitor agrees to pay and additional 30% of the total cost of the booth.

EXHIBIT SPECIFICATIONS
Booths include a standard back wall drape 8” high with side rails 36” high, a standard two-line booth sign (7”x44”) showing the Exhibitor’s name, city/state and booth number with SLA logo, and a wastebasket. Sidewall construction of any Exhibits may taper diagonally from 8’ at the back wall to floor level at the aisle, or extend as a high panel from the back wall for one-half of the depth of the booth. These limitations are intended to provide a clear view of the neighboring exhibits. Raw wood, cardboard or similar materials for wings to booths/ islands must be covered or painted if they are visible in adjacent booths. The placing of high equipment must conform to these rules. Exceptions to the above may be authorized upon request to SLA for self-contained island configurations. In addition to any other rights of SLA, Exhibits not conforming to these specifications will be prohibited without liability to SLA or refund to Exhibitor. For additional listings in the Conference Guide and Online INFO-EXPO Center, the fee is $200.

INSTALLATION OF EXHIBITS
Hours of installation are as listed in the Exhibitor Prospectus. Space unclaimed by the end of the opening hour and/or not paid in full is subject to reallocation without refund of any amounts paid to SLA by Exhibitor. SLA reserves the right to make changes in the installation hours. SLA shall attempt to notify Exhibitor of any changes as far in advance as reasonably possible.

DISMANTLING OF EXHIBITS
Exhibitor agrees not to dismantle the exhibit or any packaging of its materials before the closing hour of the last exhibit day as set forth in the Exhibitor Prospectus (or as otherwise amended by SLA), and agrees to remove its exhibit and all exhibit materials by the specified time closing of Tuesday, June 20, 2017. Exhibitor agrees to pay a $500 fee for any violation of the foregoing as well as a 20-point deduction in priority points.

SOUND SYSTEMS
Subject to any applicable rights, obligations, or restrictions hereunder, the use of sound systems is permissible, provided they are not audible in neighboring booths, nor more than 3 feet into the aisle, and that the sound is directed only into the Exhibitor’s booth or vertically. Permission is required by SLA’s Director of Exhibits.

MOTION PICTURES AND OTHER PROJECTION
Subject to any applicable rights, obligations, or restrictions hereunder, the use of portable projection machines for 16mm or smaller film, film strips, lantern slides, Kodachromes, etc., is permissible. It is the responsibility of the Exhibitor to engage a union operator for automatic slide projectors or for other projection, if necessary.

FIRE PROTECTION
No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper may be used at any time. All packing containers, excelsior, and wrapping paper, which must be flameproof, are to be removed from the floor and must be stored under the table and behind displays. All muslin, velvet, silk or any other cloth decoration must stand a flameproof test as prescribed by the applicable fire and safety ordinances. All materials and fluids, which are inflammable are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc., are not permitted. If inspection indicates that Exhibitor has neglected to comply with the foregoing requirements, or otherwise incurs a fire hazard, SLA reserves the right to exclude or remove the entire exhibit, or any non-complying parts thereof, without liability to SLA or refund to Exhibitor.

OTHER EXHIBITS, HOSPITALITY SUITES & PRIVATE PARTIES
Exhibitor shall not use any other part of the Exhibition Facility (e.g., public areas, hospitality suites, or private rooms) for exhibit or entertainment purposes throughout the duration of the Exhibition. However, hospitality suites and private parties for entertainment purposes outside of regularly scheduled hours of meetings, exhibits, or other Exhibition functions may be permitted upon the prior written consent of SLA.

SECURITY AND INSURANCE; NO LIABILITY FOR SIMPLE NEGLIGENCE
SLA will provide limited guard service to cover entrances to the Exhibition area on a 24-hour basis during the designated hours of installation, exhibit, overnight, and dismantling. However, SLA shall not be responsible for the safety of, or liable for damage or loss to, Exhibitor’s property or personnel, including because of theft, fire, accident or any other cause, whether the result of negligence or otherwise, unless caused by the gross negligence of SLA. Exhibitor is required to maintain, and upon request will provide SLA with evidence of, adequate insurance to cover Exhibitor’s acts, omissions, property and personnel, including liability arising from bodily injury or property damage. Certificate of Insurance must be receive at SLA Headquarters by Friday, June 9, 2017.

AVAILABLE SERVICES
SLA or its designated contractors are available to provide certain value added services and security to Exhibitor at Exhibitor’s expense. Specific information will be forwarded to Exhibitor after booth space has been assigned. In the event Exhibitor requests SLA to perform any services, Exhibitor agrees to pay or reimburse SLA for any charges in connection therewith at the then-prevailing rates. SLA does not endorse any exhibitors or designated contractors of the Exhibition, and makes no representation with respect thereto and assumes no responsibility or liability for any of the foregoing services if provided by any party other than SLA.
DISCLAIMERS
Except as expressly provided in these General Rules and Regulations For Exhibitors, SLA makes no representations or warranties of any kind with respect to the Exhibition, and disclaims all warranties including any implied warranties of merchantability, fitness for particular purpose, accuracy, non-infringement, and non-interference. The Exhibition and booth are provided “as is” and on an “as available” basis.

LIMITATION OF SLA’S LIABILITY
SLA shall not be liable to exhibitor or to any third party for any indirect, incidental, consequential, special or punitive damages of any kind or nature. SLA shall further have no liability to exhibitor for lost profits, loss of material, or frustration of business expectations, whether arising out of breach of contract, breach of warranty, negligence, or otherwise (even if SLA has been advised of the possibility of such loss or damage). SLA’s maximum liability hereunder for any claims whatsoever is expressly limited to the amount actually paid to SLA by exhibitor. No claim may be brought by exhibitor more than one (1) year after the accrual of the claim. SLA is not responsible for any exhibitor who chooses to use vendors other than those contracted with SLA.

INDEMNIFICATION BY EXHIBITOR
Exhibitor hereby agrees to indemnify, defend, and hold harmless SLA, its affiliates, the Exhibition Facility, Exhibition suppliers, the city, and state, and their respective officers, directors, employees, representatives, and agents, from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to attorney’s fees) arising directly or indirectly out of or in connection with (i) any intentional or negligent act or omission by Exhibitor or any of its employees or agents, (ii) breach of Exhibitor’s representations, warranties, obligations or covenants set forth in the Exhibitor Agreement, and/or (iii) Exhibitor’s occupancy and use of the Exhibition premises, including without limitation, the assigned booth, public areas, or any part thereof.

CHANGES & FORCE MAJEURE
The Exhibition date and hours are as indicated in the Exhibitor Prospectus. SLA reserves the right to change the Exhibition date or hours for any reason or for no reason whatsoever. In such event, SLA shall attempt to notify Exhibitor as much in advance as reasonably possible, and SLA shall refund Exhibitor amounts paid to SLA by Exhibitor, less a pro-rata portion of expenses actually incurred by SLA in connection with the Exhibition or such cancellation. Contracts submitted prior to Friday, March 17, 2017 must include a 50% deposit. Contracts submitted after Friday, March 17, 2017 must include 100% payment. If you pay by check it must be received by SLA HQ within two weeks of submitting your contract. You will be e-mailed a confirmation and invoice of your confirmed exhibit space. Less $100 administrative fee for all cancellations and/or changes made to your booth space but not limited to reduction of booth space, increase of booth space or change of booth location. All booth payments must be paid in full by Friday, March 17, 2017.

UNION LABOR
If required by local ordinances, Exhibitor must comply with all union regulations applicable to installation and display of Exhibits.

NOTICES
Any notice or correspondence required or permitted to be given or forwarded hereunder or by law shall be effective on receipt and shall be considered properly given if orally stated to Exhibitor at the Exhibition, or presented in writing and delivered personally, faxed or sent by any commercially reasonable means, addressed, with respect to Exhibitor, to the address of Exhibitor most recently provided in writing to SLA, and with respect to SLA, to the address of SLA appearing on its web site at the time of such notice. Email correspondence is also acceptable provided that it is sent to individuals who have apparent authority to act in respect to the subject matter hereof.

ENTIRE AGREEMENT
The Exhibitor Agreement, including the Exhibitor Guide and these General Rules and Regulations For Exhibitors, represents the complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, whether written or oral, between the parties. The Exhibitor Agreement may not be modified or amended, except by a written instrument executed by each of the parties hereto. The parties hereto shall be deemed to be independent contractors hereunder, and as such, neither party shall be, nor hold itself out to be, an employee or agent of the other party. The language used in the Exhibitor Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of the Exhibitor Agreement. The Exhibitor Agreement shall only become effective when countersigned or initialed by a duly authorized representative of SLA within ninety days of the date of Exhibitor’s signature. The acceptance or deposit of any payment does not constitute acceptance of the Exhibitor Agreement by SLA. SLA reserves the right to modify the Exhibitor Guide or these General Rules and Regulations for Exhibitors, or make any additional conditions, rules and regulations, as it deems necessary to ensure the success of the Exhibition. Exhibitor acknowledges and agrees that such additions and modifications shall become part of the Exhibitor Agreement upon notice to Exhibitor.

ARBITRATION CLAUSE
Any controversy or claim arising out of or relating to the Exhibitor Agreement, or the breach thereof, shall be settled by binding arbitration utilizing expedited procedures and one arbitrator, in accordance with the Rules of the American Arbitration Association, and the written decision of the arbitrator shall be conclusive and binding on the parties and enforceable by a court of competent jurisdiction. Arbitration will be held in the State of Virginia, and governed by the laws of the State of Virginia, without regard to conflict of laws principles. The arbitrator shall be empowered to award to the prevailing party, if any, such party’s cost and expense.

BOOTH CHANGES
For mergers, reduction in booth space, for increase of booth space, and for relocation of booth: A reduction of exhibit space will be considered a cancellation and will be governed by the same policies as cancellations. Reduction of space may result in relocation.

RIGHT TO OFFSET
SLA shall have the right to offset the amount of any obligation due and owing to SLA from the Exhibitor whether under this agreement or any other agreement between SLA and the Exhibitor. SLA may cancel this contract in the event that the Exhibitor is past due on any amounts due to SLA for any reason.

EXHIBITOR NEWSLETTERS
SLA sends out periodic exhibitor newsletters to the Exhibitors with information that is pertinent to the Exhibition but not expected to be shared with non-exhibitors. Accordingly, Exhibitor agrees not to share the contents of such e-newsletters with other, non-exhibiting parties. Exhibitor e-mails, address and contact information will only be shared to vendors that SLA has contracted with SLA.

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