

I2025 Regional Meetings Exhibitors Terms and Conditions

Exhibitor Agreement: These Terms and Conditions together with the Exhibit Application make up the “Exhibitor Agreement.” No modification or amendment to any of the terms of the Exhibitor Agreement shall be binding unless in writing and signed by both BWI and Exhibitor.

Space Assignment: Space is assigned at the sole discretion of Best Western International, Inc. (“BWI”). BWI will use reasonable efforts to provide physical separation among booths when requested by an Exhibitor to do so. BWI reserves the right to change exhibit space assignments at any time, as BWI may, in its sole discretion, deem necessary.

Compliance with the Law, Rules, and Regulations. Exhibitor agrees to be bound by and to comply with all applicable federal, state, and local laws, ordinances, codes, orders, rules, regulations, and any requirements or rules and regulations of the facility, including, but not limited to: (i) all applicable fire, utility, and building codes, rules, and regulations; (ii) any rules, regulations, and insurance requirements of the facility; (iii) the Americans with Disabilities Act and Copyright and Trademark laws; (iv) health and safety rules, requirements, and regulations; (v) the terms of all agreements between BWI and the owners and/or managers of the facility where the tradeshow will be held; and (vi) the International Association of Exhibitions and Event’s (IAEE) Guidelines for Display Rules and Regulations. Exhibitor shall not, nor shall Exhibitor permit others to do anything to the booth or in the facility that would cause damage to the facility or violate the rules and regulations of the facility, such as driving nails, hooks, tacks, screws or other objects into the walls, floors, doors, or ceilings of the facility. Signs, decorations, electrical wiring, and the like, must also conform to all government and facility requirements. Exhibitor agrees that it shall use good faith efforts to exhibit its goods of merchantable quality, and further that Exhibitor shall not disclaim any express or implied warranty of merchantability in any contract for the sale of goods exhibited.

Exclusion: BWI shall have the right to exclude or to require modification of any display or demonstration that, in BWI’s sole discretion, is considered unsuitable or not in keeping with the character of the tradeshow, including, but not limited to, the requirement to drape unfinished displays that are visible from aisles or from neighboring exhibitors’ booths. Furthermore, BWI shall have the right to prohibit the use of amplifying equipment, electronic equipment, wireless networks, music or any other equipment, device, or instrument, that, in BWI’s sole discretion, it considers objectionable, or which creates an annoyance or disruption for BWI, other exhibitors, or guests. BWI shall have the right to demand modification of the appearance or dress of persons or mannequins used in connection with displays or demonstrations, and to demand that behavior that BWI, in its sole discretion, deems unsuitable or disruptive, be immediately halted or that such persons be excluded from the tradeshow.

Assignment and Sublease: BWI’s authorization to exhibit allows the Exhibitor to display or demonstrate only those products or services that BWI has approved. The Exhibitor has no right to sublease, assign, or share, in whole or in part, the exhibit space or equipment provided by BWI without written authorization from BWI.

Security/Waiver of Liability: Neither BWI, nor the facility, nor any respective officer, director, employee or agent of BWI or the facility, will be responsible for the safety of the person(s) or property of Exhibitor, or of Exhibitor’s officers, directors, agents, employees, guests or invitees, from theft, property damage, accident, personal injury or death, unauthorized access to or alteration, loss, or destruction of any content, data, information, networks, or systems, or damage from any other cause, and Exhibitor hereby releases from all liability, waives and covenants not to sue BWI, or its officers, members, directors, managers, or employees . Except where prohibited by applicable law, BWI disclaims any and all direct, special, consequential, incidental, punitive, or other indirect damages of any kind whether alleged as a breach of contract or tortious conduct, including negligence, or based on any other cause of action.

Insurance: Exhibitor is required to procure and maintain for the duration of the tradeshow, including set up and take down, all insurance and/or policy riders to cover Exhibitor, Exhibitor’s employees, and all booth contents from any loss or damage. To the extent not already covered by the preceding sentence, Exhibitor shall also, at its sole cost and expense, procure and maintain throughout the duration of the tradeshow, comprehensive general liability insurance against claims for bodily injury or death and property damage for this event with combined single limits of liability of not less than \$2,000,000 per occurrence; comprehensive automobile liability insurance with combined single limits of liability for bodily injury and property damage of at least \$1,000,000 each occurrence; worker’s compensation insurance as required by law; and such additional amounts as may be required by the facility hosting the tradeshow. The general liability and auto policies shall include Best Western International, Inc. as an additional insured.

Exhibitor must submit a certificate of insurance (“COI”) FOR EACH MEETING at least 14 days prior to the trade show date. Each COI should list **Best Western International** as the Certificate Holder (see examples below).

[West Regional COI Example](#)

[Central Regional COI Example](#)

[East Regional COI Example](#)

WEST REGIONAL EXHIBITORS: Exhibitors participating in the West Regional Meeting at Resorts World Las Vegas, must also submit a Certificate of Insurance naming **Resorts World Las Vegas, LLC** as the certificate holder ([see example here](#)).

Certificates of Insurance must be uploaded into their Exhibitor Portal.

License: Exhibitor grants to BWI a non-exclusive, worldwide license to use, display, and publish Exhibitor's logos, copyrights, trademarks, and other intellectual property (and any content that incorporates such intellectual property) in connection with Exhibitor's participation in the tradeshow and implementation of this Exhibitor Agreement.

Relationship of the Parties: It is expressly understood and acknowledged that it is not the intention or purpose of this Exhibitor Agreement to create, nor shall the same be construed as creating, any type of relationship, partnership, agency, or joint venture between the parties, other than that of independent contractors.

Indemnification: Exhibitor hereby agrees to and does indemnify, defend, and hold BWI, and its officers, directors, managers, members, employees, agents and subcontractors, harmless from and against any and all liability, responsibility, loss, damage, claim, allegation, cost, or expense of any kind (including but not limited to, attorney's fees and costs of suit) which BWI may incur, suffer, be put to, pay or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor or any of its officers, directors, agents, employees, guests, invitees or agents.

Cancellation or Postponement of Tradeshow: In the event that the tradeshow is postponed due to an Act of God, an act of war or terrorism, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this Exhibitor Agreement, pandemic or epidemic (including without limitation the current or any future outbreak of the novel coronavirus (COVID 19), action or inaction of a supplier or third party or any other occurrence of Force Majeure, or any event beyond the reasonable control of either party, regardless of the location of such occurrence or event, then performance by the parties of their obligations hereunder shall be excused for such period of time as is reasonably necessary, after such occurrence, to remedy the effects thereof. In the event that such occurrence results in cancellation of the tradeshow, the obligations of the parties under this Exhibitor Agreement shall be automatically terminated and all payments made under this application shall be refunded to Exhibitor, less a pro rata share of expenses actually incurred by BWI in connection with the tradeshow.

Cancellation by Exhibitor: Exhibitor shall have the right to cancel this Exhibitor Agreement at any time by providing written notice to BWI, subject to the following reasonable liquidated damages, which the parties agree are not a penalty, payable to BWI:

West Regional Meeting: If such notice is received by Monday, February 23, BWI shall refund in full any payments already made by Exhibitor; BWI will refund 50% of payments made by Exhibitor for notice of cancellation received between Tuesday, February 24 through Friday, March 28; for notice of cancellation received after Friday, March 28 to the start of the tradeshow, no refunds will be made.

Central Regional Meeting: If such notice is received by Monday, March 10, BWI shall refund in full any payments already made by Exhibitor; BWI will refund 50% of payments made by Exhibitor for notice of cancellation received between Tuesday, March 12 through Friday, April 11; for notice of cancellation received after Friday, April 11 to the start of the tradeshow, no refunds will be made.

East Regional Meeting: If such notice is received by Monday, March 17, BWI shall refund in full any payments already made by Exhibitor; BWI will refund 50% of payments made by Exhibitor for notice of cancellation received between Tuesday, March 18 through Friday, April 19; for notice of cancellation received after Friday, April 18 to the start of the tradeshow, no refunds will be made.

Governing Law and Forum Selection: The parties agree that the Exhibitor Agreement shall be interpreted exclusively, solely, and only in accordance with the laws of the State of Arizona without giving effect to principles of conflict of laws or choice of law and that jurisdiction and venue of any action brought pursuant to this Exhibitor Agreement to enforce the terms or otherwise shall be solely and exclusively in Phoenix, Arizona in the state or federal courts situated in Maricopa County, Arizona. Each party submits to the personal jurisdiction of the aforementioned courts. The parties hereto hereby waive all objections, and they hereby consent to such jurisdiction and venue. The prevailing party in any dispute arising out of or relating to this Exhibitor Agreement shall be entitled to an award of its reasonable attorneys' fees and costs.

Intellectual Property: Exhibitor acknowledges that BWI owns the name Best Western International, Inc., and its affiliated logos and trademarks, which constitute protected intellectual property of BWI, and that they cannot be used without the prior written consent of BWI.

Additional Provisions: The invalidity or unenforceability of any particular provision or condition of this Exhibitor Agreement shall not affect any other provisions hereof, and this Exhibitor Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted. All headings used in this Agreement are for convenience only and are not intended to have any legal effect. All provisions of this Exhibitor Agreement, including without limitation, indemnification, and waiver of liability, which by their nature reasonably should survive termination or expiration of this Exhibitor Agreement shall be deemed to so survive. Failure of either party to enforce, at any time, any provision of this Agreement, or to exercise any right herein provided, shall not in any way be construed to be a waiver of such provision or right in connection with any subsequent event, breach or default, and shall not in any way affect the validity of this Exhibitor Agreement, or any part thereof, or limit, prevent or impair the right of such party to subsequently enforce such provision or exercise such right.