

EXHIBITOR TERMS AND CONDITIONS

1. Exhibitor shall conform to, and abide by, the schedule for the use of such space. All hours are subject to change without notice by the Association. Exhibitor shall have this space in good order and ready for the Exhibit no later than 9:00 a.m., January 6, 2023, and shall staff said Exhibit at all times while Exhibit is open.
2. The American Historical Association hereinafter referred to as the "Association" assumes, and shall have no responsibility whatsoever for any property placed in said exhibit area or upon adjacent areas or grounds, or in connection with the said Exhibit, and it is specifically understood and Exhibitor agrees that the Association is expressly released and discharged from any and all liabilities, loss, injury or damage to either persons or property, that may be sustained on or about the premises or in connection with said exhibit and the Exhibitor agrees to indemnify and save harmless the Association from any liability or claim arising out of any loss, injury or damage, as aforesaid.
3. Exhibitor shall maintain such insurance as will fully protect the Association from any and all claims of any nature, to the extent attributable to the Exhibitor, including claims under any Workmen's Compensation Act, and claims for damages for personal injury, including death, which may arise from the operations of Exhibitor in connection with Exhibitor's exhibit.
4. Exhibitor agrees to use said space and premises only for lawful purposes and will conform to the laws, ordinances and regulations of the Philadelphia Marriott during the Annual Meeting of the American Historical Association, January 5–8, 2023. Exhibitor shall not transfer, assign, or sublet any of said space for any rights under this agreement without previous written consent from the Association. It is further agreed that all exhibits shall be approved by the Association, and the Association reserves the right to reject any applicant for exhibit space which, in its sole judgment, is not appropriate or desirable, or for any reason whatever.
5. Exhibitor shall pay costs of all lights, power, Internet, utilities, water, carpet, or other services in connection with their own exhibit. Exhibitor shall have no authority to incur any expense, cost or liability against the Association, and Exhibitor shall pay all costs and expenses whatsoever in connection with their exhibition, including moving in and moving out. Exhibitor shall be liable for any and all damage which they may cause to their exhibit.
6. At the conclusion of said Exhibit, Exhibitor shall completely remove their exhibit and all installations, shall place their space in the same condition as originally received by Exhibitor, and shall turn said space back to the Association in a proper, clean, undamaged condition, except damage by fire, the elements, casualty, or any cause of happening not occasioned by the negligence of the Exhibitor, no later than 5:00 p.m., January 8, 2023.
7. The Association shall not be liable for fulfillment to this contract on its part, as to delivery of space, if such failure is due to the building being destroyed or rendered untenable, or by Act of God, state of war, act of public enemy, labor disputes, picketing, authority of law, non-delivery of building construction materials, orders, other government body or authority, or other cause beyond the Association's control. The parties agree that it is the Association's sole decision to determine the practicality and suitability of the Exhibitor's booth for the exhibit hall. The Association shall return to Exhibitor all rental fees which Exhibitor has paid up to date of cancellation and thereupon both parties shall be released from further obligation or liability one to the other.
8. Any costs or expenses, including reasonable legal fees, incurred by the Association in the event of any dispute or legal proceeding arising between the parties or with a third party under this contract or from the alleged negligence of Exhibitor shall be the responsibility of Exhibitor unless otherwise determined in such legal proceedings.
9. If applicable, Exhibitor agrees to use the Union Labor as required in accordance with jurisdiction as established in Philadelphia, PA.
10. Exhibitor shall be fully responsible to pay for any and all damages to property owned by Philadelphia Marriott Downtown or American Historical Association or their owners or managers, which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, Philadelphia Marriott Downtown, American Historical Association, and their respective owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include, without limitation, all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, Hotel or any part thereof.

The Exhibitor understands that neither the American Historical Association nor the Philadelphia Marriott maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

11. The Contract is not assignable and constitutes the entire agreement between these parties, and no representation made by the agent of either party shall be binding unless contained herein or executed in writing by the respected parties through their daily designated agents, attorneys or officers.