



# ***TRB Live! Theater Terms and Conditions***

## ***Binding Presenter Terms and Conditions***

The Theater Presentation Application (the “Application”) and confirmation of acceptance of that Application constitute a contract between the Presenter, and the National Academy of Sciences on behalf of the Transportation Research Board (referred to herein as “TRB”), regarding the Presenter’s use of theater space at the *TRB Live!* theater (referred to herein as the “theater”) at the TRB 2019 Annual Meeting, January 13–17, 2019, in Washington, DC. By applying for a presentation time in the theater, the Presenter agrees to be bound by and adhere to all terms outlined in these Terms and Conditions, which are incorporated in the Application as if fully set out therein. Any violation of the Terms and Conditions could subject the Presenter to one or more of the following at the discretion of TRB: Suspension of future participation privileges or expulsion from the current *TRB Live!* theater. In the event of any such actions, Presenter acknowledges and agrees that TRB is not liable to Presenter for any refunds of fees or for any of the Presenter’s other expenses related to their participation in the theater.

## ***Nature of the TRB Live! Theater***

Presenter affirms that their participation in the theater is for the sole purpose of educating TRB Annual Meeting attendees on the goods, services, and solutions available through the Presenter’s organization. Presenter shall not sublet its theater time, nor any part thereof, to any other organization, nor shall Presenter highlight goods, services, or solutions of any organization other than its own.

## ***Onsite Sales***

Presenter information and materials must be educational, professional, or instructional in nature. Presenter may not engage in “over-the-counter” sales of goods or services for onsite delivery or in the taking of orders or exchange of cash, checks, or credit cards for delivery at a later date.

## ***Location, Date, and Time of TRB Live! Theater***

Presenter will be assigned to a specific starting time in one of two theaters located in Exhibit Hall D/E (the “Room”) in the Walter E. Washington Convention Center, Washington, DC (the “Facility”). Theater presentations will begin at 9:30 a.m. and start every half-hour thereafter through 3:00 p.m. on Monday and Tuesday, January 14 and 15, 2019. Presentations must start at their allotted times and may last no more than 30 minutes. Presenters may enter the theater to set up *no earlier* than 15 minutes prior to the start of their presentation period and they must be completely out of the theater *no later* than 15 minutes after the scheduled end of their presentation period.

## ***Items Included with TRB Live! Theater***

Each theater is defined by pipe and drape and includes the following furnishings and equipment: one lectern, one wireless hand-held microphone (with a microphone stand on the lectern), one audio speaker/amplifier, one LCD projector (with HDMI connector), one projector screen, and seating for approximately 75 people. Each theater is designated with a hanging sign above it that reads either “*TRB Live! East*” or “*TRB Live! West*.” The floor is carpeted. TRB also will list the Presenter and its presentation time in the mobile app. If the Presenter contracts its time slot by November 2, 2018, TRB also will list the Presenter in the printed Final Program book for the meeting. (TRB does not provide computers. If Presenter brings a computer, it must be compatible with HDMI.)

### ***Use of Theater***

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Presenter shall confine its activities to the inside of the theater. Presenter shall not place any promotional displays, signs, or back drops in the theater. With the exception of a laptop computer or tablet, the Presenter may not bring any electronic equipment into the theater area. The volume for electrically produced sound will be set and controlled by TRB. Electric lights are prohibited. TRB reserve the right to limit attendance in the theater area to no more than 75 people. The Presenter may bring its own published materials (flyers, brochures, etc.) for distribution to attendees inside the theater, however Presenter must remove all such materials from the theater no later than 15 minutes after the scheduled ending of Presenters presentation.

### ***Material Handling***

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Presenter must hand carry into the theater any materials to be distributed during the Presenter's presentation period. Neither TRB nor the general contractor for the meeting will provide freight handling services for the theater. The Facility cannot accept any shipments for the theater. The Presenter shall not use the loading dock of the Facility, nor shall the Presenter bring anything into the theater that requires the use of wheels. If the Presenter also is an exhibitor, they may ship their theater materials to their exhibit booth, and then hand carry them into the theater from there.

### ***Electricity***

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*TRB does not provide nor allow for the purchase of electricity by Presenters.*

### ***Meeting Registration***

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The Presenter's representatives in the theater must be registered as attendees of the 2019 TRB Annual Meeting. Presenter's representatives shall wear identification badges furnished by TRB at all times while they are in the theater area. Placement of business cards over official TRB badges or in any way altering the badge is prohibited.

### ***Presenter Responsibility for Professional Conduct***

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It is the responsibility of the Presenter to ensure that all of its representatives are aware of, and adhere to, these Terms and Conditions, and conduct themselves in a professional manner. TRB reserves the right to restrict or limit the number of Presenter representatives in the *TRB Live!* theater. Any Presenter representatives conducting themselves in a manner not deemed to be professional by TRB staff may be asked to leave the theater.

### ***Giveaways and Drawings***

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Giveaways and drawings are not permitted in the theater.

### ***Payments and Cancellation***

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If Application is submitted prior to September 14, 2018, a 50% deposit is due with the Application, and the balance is due by September 14, 2018. If Application is submitted on or after September 14, 2018, a 100% deposit is due with the Application. Failure to make payments does not release the Presenter's contracted or financial obligations.

Any cancellation must be submitted to TRB in writing. If Presenter should cancel this Application, Presenter shall, within 10 days of cancellation, pay TRB the following amount, as liquidated damages and not as a penalty, based on the date cancellation is received:

Before March 12, 2018..... 0% of contracted fee  
March 12 to September 14, 2018..... 50% of contracted fee  
After September 14, 2018..... 100% of contracted fee

### ***Photography / Recording by Presenters***

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The Presenter's employees, representatives, and agents may not photograph, video-record, or audio-record any Meeting attendees, events, exhibits, or other Presenters' presentations.

### ***Photography / Recording of Presenters' Images***

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The Presenter agrees that the voices and likenesses of its employees, representatives, and agents may be photographed or recorded by TRB or its agents for use in any media now known or hereafter devised in perpetuity, and hereby releases TRB from any liability due to such usage.

### ***TRB Logo and Use of TRB Annual Meeting Graphic***

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Except as indicated in the paragraph below, the use of any names and/or logos belonging to TRB is strictly prohibited. The "TRB Annual Meeting graphic" (pictured below) is available for use by the Presenter, subject to written approval by TRB. Contact [exhibitcontracts@spargoinc.com](mailto:exhibitcontracts@spargoinc.com) for artwork (just specify your preferred width, in pixels). A final copy of any item bearing the TRB Annual Meeting graphic must be submitted for approval to [exhibitcontracts@spargoinc.com](mailto:exhibitcontracts@spargoinc.com), prior to distribution. The Presenter must clearly state on any Presenter item bearing the TRB Annual Meeting graphic that they are participating in the *TRB Live!* theater at the TRB Annual Meeting. Any use must not imply or infer that the Presenter is representing TRB or that any partnership exists with TRB, or that TRB endorses the Presenter and/or its products or services. The graphic may not be altered in any way. The graphic may not be used as a header for a web page or document.



The "TRB Annual Meeting graphic"

### ***Responsibility for Property***

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Presenter shall be liable for any damage or loss to Presenter's property resulting from theft, fire, accident, or any other cause. Presenter shall insure its own equipment, materials, and personal property. TRB shall not assume liability for any injury that may occur to Presenter's employees, agents, or visitors.

### ***Indemnification***

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To the extent permissible by law, the Presenter shall indemnify and hold harmless TRB and its officers, directors, agents and employees; Hargrove, Inc.; Spargo, Inc.; and the Washington Convention and Sports Authority from and against any and all liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney's fees) on account of personal injury, death, or damage to or loss of property arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Presenter, its employees, agents, contractors, members, patrons, or invitees. The foregoing shall not apply with respect to any liability, damage, or loss directly and solely caused by the gross negligence or willful misconduct of TRB.

### ***Waiver of Rights***

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Any rights of TRB under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of TRB.

### ***Facility***

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Presenter is liable for any damage caused by Presenter, Presenter's agents, employees, or representatives to building floors, walls, or columns. Presenter shall not apply paint, lacquer, adhesive, or other coatings to building columns, floors or walls, or furniture contained in the Walter E. Washington Convention Center.

### ***Revisions to Time Slot or Theater Location***

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TRB retains the exclusive right to revise the theater location and/or to change Presenter's presentation period. If Presenter is not able to accommodate the change in presentation period, TRB will refund Presenter's fee for the presentation.

### ***Failure to Present***

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If Presenter fails to use the theater during its scheduled presentation period, Presenter shall not be relieved of its obligation to pay the full fee for the presentation.

### ***Prohibited Items***

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The following are expressly prohibited in the Facility: Flammable or non-flammable compressed gases, helium-filled balloons, live animal (except service dogs), birdseed, glitter, confetti, adhesive-backed decals, open flames, flammable or combustible liquids/materials, hazardous chemicals and materials, explosives, blasting agents, and any other materials prohibited by law or by the Walter E. Washington Convention Center. Presenter assumes full responsibility for any costs or liabilities resulting from Presenter's failure to comply with these prohibitions.

### ***Eligibility***

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TRB has the sole right to determine the eligibility of any organization for inclusion in the theater.

### ***No Smoking***

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The use of tobacco products is prohibited in the Walter E. Washington Convention Center.

### ***Compliance with Other Applicable Requirements***

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Presenter agrees that it shall comply with all applicable laws and regulations. The Presenter further acknowledges and agrees that it has reviewed and shall comply with all Washington Convention Center Authority rules, policies, and procedures set out in the Convention Center Event Planning Guide at the following link:

<http://www.dcconvention.com/Attachments/Convention-Center/WCSA-EPG-spreads.aspx>, which is incorporated in these Terms and Conditions as if fully set out herein.

### ***Prohibited Practices***

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Without limitation of the foregoing, the following are prohibited in or around the theater:

- Use of any space outside of the theater
- Distribution of materials or literature for any organization other than Presenter's
- Use of entertainment
- Use of games, contests, lotteries, raffles, drawings, or other games of chance.
- Use of any signs, roll-up displays, backdrops, pop-up booths, or other displays.

### ***Amendments and Additional Rules***

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Any matters not specifically covered by the preceding Terms and Conditions shall be subject solely to the decision of TRB. At any time, TRB may amend or add to these Terms and Conditions, and all such amendments and/or additions shall be binding on Presenter.

*Updated 5/9/2018*