

## Child Care Aware® of America Contract Terms and Conditions: Sponsors & Exhibitors

The payment of the Sponsorship and/or Exhibition Invoice provided by Child Care Aware® of America (“CCAoA”) to the Sponsor/Exhibitor (“Sponsor”) constitutes acceptance of this “Sponsor and Exhibitor Contract” (“Contract”) and its terms and conditions. By paying the invoice, you acknowledge that you have reviewed, understood, and accept this Contract and agree to abide by its Terms and Conditions. You further agree that CCAoA has the right to amend the rules and regulations, modify the terms and conditions, or change arrangements as needed. CCAoA shall have the final determination of all rules, regulations, and terms and conditions related to this engagement.

The floor plan may be modified as necessary, with all changes approved by the Fire Marshal. Sponsor agrees to remit full payment of the sponsorship fee upon receipt of invoice or no later than thirty (30) calendar days from receipt of invoice. The Sponsorship package shall only be reserved until remittance of the invoice has been received by CCAoA. The Sponsor’s failure to make payment within 30 days may result in the Sponsor forfeiting their package, with no further obligations from CCAoA, including, but not limited, to the provision of sponsorship benefits.

### Sponsorship without Exhibition

- In the event Sponsor selects sponsorship without exhibition, all provisions that apply exclusively to exhibition are self-deleting. The remainder of applicable terms and conditions of this Contract remain in full force.

### Compliance

- All sponsorship and/or exhibition must comply with all federal, state and local laws and regulations in which the sponsorship and/or the exhibition is held, as well as the Terms and Conditions of this Contract. In the case of exhibition, the Sponsor agrees to inform all on-site exhibit personnel of the event guidelines.

### Exhibit Space and Sponsorship Payment

- Payment will be required upon submission of Contractor within thirty (30) days of invoice to reserve exhibit space and/or sponsorship. All payments are non-refundable and will be subject to the cancellation terms of this Contract.

## Table Eligibility

- Table space will be offered first to Sponsors and then assigned in the order Contracts are received. CCAoA shall have the sole right to determine table location and all other Exhibition features and activities. In addition, the floor plan may be modified as necessary, with all changes approved by the Fire Marshal.

## Exhibit Space Cancellation

- CCAoA reserves the right to cancel an exhibit space for non-payment. Any cancellation of space(s) must be submitted to CCAoA in writing. Sponsors who cancel on or before thirty (30) calendar days prior to the event will receive a refund of less than \$1,000. Cancellations received on or after ten (10) calendar days prior to the event will receive a refund equal to one-half (50%) of the rental fee. Any Sponsor cancelling on or after five (5) days prior to the event, is obligated and agrees to pay the total cost of the assigned exhibit space. CCAoA reserves the right to resell any exhibit space cancelled by the Sponsor. All Sponsor cancellations and requests for refunds must be made in writing.

## Sponsorship Cancellation

- Sponsor acknowledges that the deposit in sponsorship cancellations is nonrefundable. Cancellations received on or after thirty (30) calendar days prior to the event will result in CCAoA retaining all payments received. All Sponsorship cancellations and requests for refunds must be made in writing.

## Force Majeure

- CCAoA shall not be in breach of this Contract for any delay or failure to deliver space to the Sponsor, loss of allotted space the Sponsor, or any other delay or failure to perform any obligation hereunder where the delay or failure results from any cause beyond its reasonable control including destruction of or damage to the building or the Exhibit area, industrial disturbances, electrical or power outages, utilities or telecommunications failures, fire, acts of God, earthquakes, storms or other elements of nature, blockages, embargoes, acts of terrorism, war, labor disputes, riots, epidemic, pandemics (including COVID-19), acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body, the authority of the law, or any other cause beyond CCAoA's control (a "Force Majeure Event").
- CCAoA shall not be liable for failure to hold the Event and/or Exhibition as scheduled because of a Force Majeure Event that makes it impossible or

impractical to hold the Event and/or Exhibition. In the event of a Force Majeure Event, all monies and deposits paid by the Sponsor and received by CCAoA shall be applied to other CCAoA events or activities within one (1) year from the date of payment.

- In the event that CCAoA has no events within one (1) year from the date of payment of the Invoice, then any payments for exhibit space or sponsorship will be refunded less actual expenses incurred in connection with the event if the event and/or exhibition is cancelled ninety (90) days or less prior to the opening date.

### **Access Limitation**

- Sponsor acknowledges and agrees that certain sessions and programmed content of the event are designated exclusively for general attendees and are not accessible to the Sponsor. These restricted sessions and content are determined at the sole discretion of the event organizers.

### **Insurance**

- The Sponsor agrees to maintain sufficient insurance that will protect CCAoA and the event venue from any and all claims of any nature whatsoever, including claims under the Workers' Compensation Act and for personal injury, including death, that may arise in connection with the installation, operation or dismantling of the Sponsor's display. The minimum amount of coverage shall be \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Sponsor agrees to indemnify and hold harmless CCAoA and the venue from any such claims.

### **Limitation of Liability**

- The Sponsor assumes all responsibility for any and all loss, theft or damage to Sponsor's displays, equipment and other property while on the premises, and hereby waives any claim or demand it may have against CCAoA, the venue or its affiliates arising from such loss, theft or damage.

### **Indemnity**

- Sponsor agrees to defend (if requested), indemnify and hold harmless CCAoA, its officers, directors, employees, contractors, and agents from and against any and all claims, losses, liabilities, damages, expenses and costs including, without limitation, attorneys' fees and costs arising from or in connection with the Sponsorship and/or Exhibition or any part thereof, or any acts, errors, omissions or negligence of the Sponsor or its employees, contractors or agents, any breach of any representation or warranty made by the Sponsor or any misrepresentation made

by the Sponsor in connection with the Exhibition. No liability shall be attached to CCAoA by reason of entering into this Contract.

### **Personally Identifiable Information (PII)**

- Personally Identifiable Information (PII) is any information that can be used to identify a person, either directly or indirectly. Sponsor agrees to ensure that consent has been given before collecting PII at the conference and using PII collected through the conference. Sponsor further agrees that such PII will be protected and only used in accordance with all applicable federal, state, and local laws.

### **Licenses and Permission to Use Music, Photographs, or other Copyright Material**

- Sponsor warrants that it is the owner of licensee of all intellectual property used by Sponsor at the event or in promotion thereof.
- Each Sponsor is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyright material in exhibit booths, display, or advertisement. No Sponsor will be permitted to play, broadcast, or perform music or display any other copyright material, such as photographs or other artistic works, without first presenting to show management satisfactory proof that the Sponsor has, or does not need, a license to use such music or copyright material.
- CCAoA condemns intellectual property infringement and counterfeiting; however, as a neutral organizer of the event, CCAoA cannot intervene in Sponsor disputes or provide legal advice. Sponsor agrees not to sue or threaten to sue CCAoA for contributory infringement of any other theory that CCAoA is indirectly or secondarily liable for a violation of intellectual property rights (e.g., trademark, copyright, or patent) by a third party.
- The Sponsor agrees to defend (if requested), indemnify and hold harmless CCAoA, its officers, directors, employees, contractors, and agents, harmless from and against any and all claims, causes of action, suits, losses, liabilities, damages, obligations, expenses, liability expenses, and costs including attorney's fees and court costs arising from or out of any dispute involving from or out of any violation or infringement (or claimed violation or infringement) by the Sponsor, Sponsor's agents or employees of any patent, copyright, or trade secret rights or privileges, intellectual property owned or used by the Sponsor at the Event or in promotion thereof.

### **Responsibility to Obtain Releases for Photographs and Recordings**

- CCAoA Sponsor's and all on-site Sponsor personnel may take statements, photographic images, video recordings, audio recordings, or otherwise captures

likeness or voice (collectively “Photographs and Recordings”) of them and attendees at this Event.

- In the event that the Sponsor takes any such Photographs and Recordings of conference attendees, Sponsor will ensure that all legally required releases will be obtained from the individuals. CCAoA takes no legal responsibility for Sponsor’s insufficient obtention of releases.
- The Sponsor agrees to defend (if requested), indemnify and hold harmless CCAoA, its officers, directors, employees, contractors, and agents, harmless from and against any and all claims, causes of action, suits, losses, liabilities, damages, obligations, expenses, liability expenses, and costs including attorney’s fees and court costs arising from or out of any dispute involving from or out of any inadequate obtention of releases or misuse of images, likenesses and voice obtained during the Conference.

### **Ownership of Photographs and Recordings**

- Sponsor and all on-site Sponsor personnel hereby irrevocably grant and convey to CCAoA sole ownership, all rights of copyright, and other intellectual property rights in these Photographs and Recordings.
- Sponsor and all on-site Sponsor personnel understand that as sole owner, CCAoA will have unrestricted the right to use, worldwide, in perpetuity their Photographs and Recordings without limitation for any lawful purpose consistent with the mission of CCAoA in any and all media, now known or hereafter devised.
- Sponsor and all on-site Sponsor personnel voluntarily waive the right to inspect or approve such images, and waive the right to any royalties, proceeds or other benefits derived from their use.
- Sponsor and all on-site Sponsor personnel release CCAoA and its employees, officers and directors, editor, employees, agents, members, customers, and successors from any and all liability for any violation of any personal or proprietary right they may have in connection with such use.
- Sponsor has a non-transferable, limited, royalty free, worldwide, revocable license to use of the Photographs and Recordings for non-commercial purposes.

### **Use of CCAoA’s Marks**

- Sponsor will not use CCAoA’s name, logo or other intellectual property in any way without prior written consent from. Any use of CCAoA’s intellectual property is subject to CCAoA’s prior written approval. This includes, but is not limited to: social media posts, press releases, news articles and/or marketing/promotional videos

featuring CCAoA's logo, merchandise, employees, CCR&R members and/or board members.

### **Promotional Materials**

- Sponsor may not create promotional materials that are in direct conflict with official conference sponsorships and will be subject to removal from the show. Sponsor should request prior written approval of materials for distribution at the CCAoA conference. This includes promotional materials distributed at the event by the Sponsor for convenings or summits not hosted or facilitated by CCAoA.

### **Absence of Endorsement**

- The provisions of this Contract shall in no way be construed as an understanding that CCAoA shall recommend Sponsor and its service to CCAoA members. Sponsor may not act in any manner that could be construed as CCAoA's endorsement of its services.

### **Literature Distribution**

- Canvassing in any part of the venue outside of your exhibit space and in the of the event venue in the CCAoA Housing Block(s) is strictly prohibited. Any person doing so will be requested to discontinue canvassing immediately. Circulars, catalogs, magazines, invitations, folders and signs may be displayed or distributed only in the Sponsor's space and must be related strictly to the approved products and/services on display.

### **In-Exhibit Space Sales**

- Selling any products from the exhibit space is not permitted without express written permission from CCAoA. In the event of credit card sales, Sponsor must follow all federal, state and local laws regarding protection of personal financial information.

### **Exhibitor-Hosted Events**

- Any type of hospitality suite or event or private function scheduled by a Sponsor, held either onsite at the event venue or any other venue, may not begin until the conference and Exhibition has closed officially for that day and does not conflict with any other conference activity. Sponsored hospitality suites must discontinue food, drink and/or entertaining at 10:00 pm when held in sleeping-room areas of the CCAoA house block(s). Any entertainment within a hospitality suite must be submitted and approved by the appropriate Hotel Event Manager. Any violations will

result in exclusion from future CCAoA Exhibitions and speaking opportunities of the company's employees.

### **Admission of Exhibitors/Attendees**

- A conference badge is required for everyone who enters the Exhibit space. Security will enforce this requirement during move-in, show hours, and move-out.

### **Installation and Dismantling of Exhibit Space**

- CCAoA will receive and deliver materials to the exhibit table. Please refer to Material Handling & Shipping portion of the Service Kit for complete information. CCAoA's designated on-site logistics coordinator will have full access to dock and loading facilities and will aid when needed within limits.
- Sponsor agrees to have set-up complete one hour prior to show opening.
- CCAoA has the right to stop any acts that may lead to work stoppages, strikes or labor problems. In the event of dispute as to the plausibility of such acts, Sponsor agrees that CCAoA has the sole right in the determination to execute such work stoppages.

### **Early Move Out**

- Sponsor agrees not to dismantle the exhibit or do any packaging before the close of the show. Violations will result in exclusion from future CCAoA Exhibitions.

### **Demos and Entertainment**

- Any type of demonstration or entertainment must be confined to booth area and will not be allowed in the aisles.
- CCAoA shall have the sole right to determine eligibility of exhibits including, but not limited to: Companies, products, systems, services, booth graphics, printed matter distributed at the conference, souvenirs, giveaways, demonstrations, entertainment, costumes and booth personnel attire, and all other Exhibition features and activities.

### **Noise Level**

- Amplified music and vocal presentations are permitted if not audible in neighboring booths, including those on either side, back-to-back or across the aisle. Blinking or flashing lights that are distracting to neighboring Sponsors on either side, behind the booth, across the aisle or patrons must be discontinued. No exceptions will be allowed.

- Show management shall exercise total control of this regulation and will ask that Sponsor discontinue that distraction if objectionable to neighboring booths.

## **Freight Delivery**

- The event venue does accept shipments of event-related materials for a fee.
- Items should be scheduled to arrive the day before they need to be delivered to the end user.
- Storage fees will apply for all shipments if they arrive more than three (3) days prior to delivery to the guest. Sponsors will be responsible for all freight associated fees.

## **Exhibit Space Regulations**

- Each Sponsor must have a “fair” sight line from the aisle – regardless of the size of the exhibit. No fixture or equipment will be placed where it will block the sight of another Sponsor unless mutually agreed upon by the exhibiting companies and on-site contacts.
- All electrical equipment must be in good operable condition and able to pass the inspection of the on-site Fire Marshal.
- Booths, tables, curtains, displays or storage may not protrude into an aisle, exit or block any location during the show.
- Each Sponsor agrees to abide by all regulations and rules pertaining to health, fire prevention and public safety while participating in the Exhibition.
- All packing containers or materials must be removed when emptied. These items cannot be used as exhibit support.
- Exhibit space is to be left in the same condition as it was at the time of occupancy. Any material left in the space that requires additional cleaning or large amounts of materials removed will be billed to the Sponsor.

## **Electrical Services**

- All connections to the electrical circuits in the event venue must be made through the event venue via the CCAoA on-site logistics coordinator. A list of costs will be provided in the service kit.

## **Security**

- Sponsors are responsible for the security of their personal property from move-in through move-out; it is the Sponsor’s responsibility to watch their valuables at all times.

- CCAoA, and the event venue are not liable for any loss or damage of materials or property.
- Should any loss occur, report the incident to Security immediately. CCAoA, the facility management, or any officers or staff members will not be responsible for the safety or the property of the participants from theft, damage by fire, accident or other causes.

### **Fire Code**

- Fire regulations require all display materials used for decoration to be made of flame retardant or noncombustible materials.

### **Smoking Restrictions**

- The venue is a smoke-free building, and smoking is always prohibited inside the venue.

### **Food/Beverages Dispensing**

- All food and beverage served at Sponsor's table must be provided and prepared by the venue. Exceptions may be granted to the Sponsors who are manufacturers or suppliers of food and/or food products. Requests for exceptions must be submitted by the Sponsor and will be reviewed by CCAoA and the event venue on a case-by-case basis.
- Exception requests must be submitted no later than 14 business days prior to the scheduled event; requests not received by the prescribed timeframe will not be considered for review, and Sponsors will not be authorized to provide food during the event.
- Cooking is not permitted in the exhibit space.
- Sponsors who wish to provide food and beverage at their exhibit table for the attendees of the show must contact CCAoA for rules, regulations, and pricing. Venue can apply surcharges based on food samplings. The Sponsor understands they may be required to pay for a Hotel Banquet Server and/or Bartender. Sponsors that wish to provide for and comply with all food provisions, established by this Contract, CCAoA, or the Event Venue. Furthermore, said Sponsors agree and understand that in the event of a food-related illness, injury, or harm, the Sponsor is solely responsible for the liability of such an event; the Sponsor agrees to indemnify and hold harmless CCAoA as it relates to Sponsor-provided food injuries.

### **Communicable Diseases**

- CCAoA will follow any preventative measures currently required by the Centers for Disease Control and Prevention (CDC) to reduce the spread of communicable disease including but not limited to COVID-19 (“communicable disease”) at this event. However, the Sponsor acknowledges that there is always a risk that they may be exposed to or infected by a communicable disease by attending the event and that such exposure or infection may result in quarantine, serious illness, disability or death.
- The Sponsor and all on-site Sponsor personnel knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the CCAoA, and assume full responsibility for their participation in the event.
- Sponsor and all on-site Sponsor personnel hereby release, covenant not to sue, discharge and hold harmless the CCAoA, officers, and employees with respect to any and all liabilities, claims, penalties, suits, demands, judgments, costs, interests and expenses (including attorneys’ fees) arising from or relating to the illness, disability or death of all on-site Sponsor personnel (or any person who may contract a communicable disease, directly or indirectly, from them), to the fullest extent permitted by law.

### **Roles and Assignment**

- The Sponsor is an independent contractor, and nothing in the Contract creates a partnership, agency, or other joint relationship between CCAoA and the Sponsor.

### **Representations**

- Each party represents to the other that: (i) it has the right, power and authority to enter into this Contract; and (ii) it does and shall comply with all applicable laws, rules and regulations in connection with its performance of its obligations under this Contract.

### **Entire Agreement**

- This Contract contains the entire understanding between the parties and supersedes any prior understanding or written or oral Contracts between the parties with respect to the subject matter hereof. The parties to this Contract are not relying on any representations other than those contained herein. The Contract cannot be changed or modified except as agreed to by both parties.

### **Validity**

- If any provision(s) of this Contract shall be adjudicated to be invalid or unenforceable, the court may modify or sever such provision(s). If any one or more

of the provisions contained in this Contract shall for any reason be held to be excessively broad, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law.

- The remaining provisions of this Contract shall remain in full force and effect.

#### **No Waiver**

- The failure of a Party to insist upon the performance of any provision of this Contract or to exercise any right granted hereunder shall not be construed as waiving any such provision, and the same shall continue in force.

#### **Choice of Law/Forum**

- This Contract and all questions relating to its validity, interpretation, and performance shall be governed by, and construed and enforced in accordance with the substantive laws of the Commonwealth of Virginia without regard to any principles of conflicts of laws that would direct the application of the laws of another jurisdiction.
- The Parties irrevocably submit to the jurisdiction of the courts in the County of Arlington, Virginia for any claim or dispute arising out of or related to this Contract. In the event either Party brings an action or proceeding arising under or out of this Contract, the prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and other related costs and expenses incurred in connection with such proceeding as may be ordered by a court of competent jurisdiction.