

# Sponsor and Exhibitor

## Contract Terms and Conditions



Your Payment of the Sponsorship and/or Exhibition Invoice provided to you by CCAoA, constitutes acceptance of this "Sponsor and Exhibitor Contract" ("Contract" or "Agreement") 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 make and amend rules and regulations, modify terms and conditions, or change arrangements as needed. CCAoA shall have the final determination of and will enforce all rules, regulations and conditions. 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 and no later than thirty (30) calendar days from the invoice date. The Sponsorship package shall only be held until remittance of the invoice has been received by CCAoA. Failure to make payment within this time period may result in the Sponsor forfeiting their package, with no further obligations owed by CCAoA to the Sponsor, including but not limited to the provision of sponsorship benefits.

**Sponsorship without Exhibition:** In the event of Sponsorship without Exhibition, all clauses or portions of clauses that apply to Exhibition are self-deleting. The remainder of this Contract remains in full force.

**Compliance:** All sponsorship and/or exhibition must comply with all federal, state and local laws and regulations including those of the jurisdiction 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 person whose signature appears on the Application Form agrees to inform all on-site exhibit personnel of the show guidelines.

**Exhibit Space and Sponsorship Payment:** Payment required upon submission of agreement or within net thirty (30) days of invoice to reserve exhibit space and/or sponsorship. All payments made are nonrefundable subject to the cancellation terms.

**Table Eligibility:** Table space will be offered first to Sponsors, and then assigned in order that applications are received. CCAoA shall have the sole right to determine table location and all other Exhibition features and activities.

**Exhibit Space Cancellation:** CCAoA reserves the right to cancel an exhibit space for non-payment. Cancellation of space must be submitted in writing. Exhibitors who cancel on or before thirty (30) calendar days prior to the event will receive a refund less \$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 Exhibitor 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 an Exhibitor. All Exhibitor cancellations and requests for refunds must be made in writing.

**Sponsorship Cancellation:** With regard to Sponsorship cancellations, the deposit 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 will not be in breach of this Agreement for any delay, failure to deliver space to an Exhibitor, loss of allotted space of an Exhibitor who has contracted for exhibit space, 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 is also not liable for failure to hold the Event and/or Exhibition as scheduled because of a Force Majeure Event which 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 Exhibitors/Sponsors and received by CCAoA shall be applied to other CCAoA events or activities within one (1) year from the date of payment of the Invoice. 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 for that event, 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:** Sponsors acknowledge and agree that certain sessions and programmed content of the event are designated exclusively for general attendees and are not accessible to sponsors. These restricted sessions and content are determined at the sole discretion of the event organizers.

**Insurance:** The Exhibitor 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 Exhibitor's display. The minimum amount of coverage shall be \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Exhibitor agrees to indemnify and hold harmless CCAoA and the Event Venue from any such claims.

**Limitation of Liability:** The Exhibitor assumes all responsibility for any and all loss, theft or damage to Exhibitor's displays, equipment and other property while on the Event Venue premises, and hereby waives any claim or demand it may have against CCAoA, the Event Venue or its affiliates arising from such loss, theft or damage.

**Indemnity:** Sponsor and/or Exhibitor 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 and/or Exhibitor or its employees, contractors or agents, any breach of any representation or warranty made by Sponsor and/or Exhibitor or any misrepresentation made by Sponsor and/or Exhibitor in connection with the Exhibition. No liability shall be attached to CCAoA by reason of entering into this Agreement.

**Personally Identifiable Information (PII):** Personally Identifiable Information (PII) is any information that can be used to identify a person, either directly or indirectly. Exhibitor agrees to ensure that consent has been given before collecting PII at the conference and using PII collected through the conference. Exhibitor 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 and/or Exhibitor warrants that it is the owner of licensee of all intellectual property used by Sponsor and/or Exhibitor at the Event or in promotion thereof. Each Sponsor and/or Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyright material in exhibit booths, display, or advertisement. No Exhibitor 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 Exhibitor 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 and/or Exhibitor disputes or provide legal advice. Sponsor and/or Exhibitor 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 and/or Exhibitor 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 Sponsor and/or Exhibitor, Sponsor and/or Exhibitor's agents or employees of any patent, copyright, or trade secret

rights or privileges, intellectual property owned or used by Sponsor and/or Exhibitor at the Event or in promotion thereof.

**Responsibility to Obtain Releases for Photographs and Recordings:** CCAoA Exhibitor's and all on-site Exhibitor 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 Exhibitor takes any such Photographs and Recordings of conference attendees, Exhibitor will ensure that all legally required releases will be obtained from the individuals. CCAoA takes no legal responsibility for Exhibitor's insufficient obtention of releases. The Exhibitor 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:** Exhibitor and all on-site Exhibitor personnel hereby irrevocably grant and convey to CCAoA sole ownership, all rights of copyright, and other intellectual property rights in these Photographs and Recordings. Exhibitor and all on-site Exhibitor 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. Exhibitor and all on-site Exhibitor 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. Exhibitor and all on-site Exhibitor 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. Exhibitor has a non-transferable, limited, royalty free, worldwide, revocable license to use the Photographs and Recordings for non-commercial purposes.

**Use of CCAoA's Marks:** Sponsor and/or Exhibitor 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 and/or Exhibitor may not create promotional materials that are in direct conflict with official conference sponsorships and will be subject to removal from the

show. Sponsor and/or Exhibitor should request prior written approval of materials for distribution at the CCAoA conference. This includes promotional materials distributed at the event by the Sponsor and/or Exhibitor for convenings or summits not hosted or facilitated by CCAoA.

**Absence of Endorsement:** The provisions of this Agreement shall in no way be construed as an understanding that CCAoA shall recommend Sponsor and/or Exhibitor and its service to CCAoA members. Sponsor and/or Exhibitor 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 Event Venue outside of your exhibit space and in 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 Exhibitor's space and must be related strictly to the approved products and/services on display.

**In-Exhibit Space Sales:** Selling of any products from the exhibit space is not permitted without express written permission from CCAoA. In the event of credit card sales, Exhibitor 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 an Exhibitor or 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:**

- a) 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.
- b) Exhibitor agrees to have set-up complete one hour prior to show opening.
- c) 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, Exhibitor agrees that CCAoA has the sole right in the determination to execute such work stoppages.*

**Early Move Out:** Exhibitor 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 Exhibitors 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 Exhibitor 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. Exhibitors will be responsible for all freight associated fees.

#### **Exhibit Space Regulations:**

- a) Each Exhibitor 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 exhibitor unless mutually agreed upon by the exhibiting companies and on-site contacts.
- b) All electrical equipment must be in good operable condition and able to pass the inspection of the on-site Fire Marshal.
- c) Booths, tables, curtains, displays or storage may not protrude into an aisle, exit or block any location during the show.
- d) Each Exhibitor agrees to abide by all regulations and rules pertaining to health, fire prevention and public safety while participating in the Exhibition.
- e) All packing containers or materials must be removed when emptied. These items cannot be used as exhibit support.
- f) 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 Exhibitor.

**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:**

- a) Exhibitors are responsible for the security of their personal property from move-in through move-out; it is the exhibitor's responsibility to watch their valuables at all times.
- b) 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 material used for decoration to be made of flame retardant or noncombustible materials.

**Smoking Restrictions:** The Event Venue is a smoke-free building and smoking is prohibited in The Event Venue at all times.

**Food/Beverages Dispensing:** All food and beverage served at Exhibitor's table must be provided and prepared by the venue. Exceptions may be granted to the Exhibitors who are manufacturers or suppliers of food or food products. Requests for exceptions must be submitted by the Exhibitor and will be reviewed by CCAoA and the Event Venue on a case-by-case basis. Cooking is not permitted in the exhibit space. Exhibitors 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 the food samplings. The exhibitor understands they may be required to pay for a hotel Banquet Server and/or Bartender. *Exhibitors that wish to provide for and comply with all food provisions agree and understand that in the event of a food-related illness, injury, or harm, the Exhibitor is solely responsible for the liability of such an event. Further, the Exhibitor agrees to indemnify and hold harmless CCAoA as it relates to Exhibitor-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 Exhibitor 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 Exhibitor and all on-site Exhibitors 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. Exhibitor and all on-site Exhibitor 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 Exhibitor 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 parties are independent contractors and nothing in the Agreement creates a partnership, agency, or other joint relationship.

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

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

**Validity:** If any provision(s) of this Agreement 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 Agreement 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 Agreement shall remain in full force and effect.

**No Waiver:** The failure of a Party to insist upon the performance of any provision of this Agreement 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 Agreement 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 Agreement. In the event either Party brings an action or proceeding arising under or out of this Agreement, 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.