

TERMS AND CONDITIONS FOR CAI'S ANNUAL CONFERENCE & EXPO

*This contract is a binding agreement between the company applying for exhibit space, advertising, or sponsorship (Exhibitors / Advertisers / Sponsors) and Keystone Community Associations Institute (CAI). By submitting this contract, applicant agrees to comply with the Rules and Regulations outlined in this contract and regulations of Valley Forge Casino (VFC). Acceptance of this contract does not imply endorsement by CAI of the exhibitor's products, nor does rejection imply lack of merit. Your signature on, or electronic acknowledgement of, this document binds this contract, indicates your acceptance of the rules and regulations contained herein, all rules and regulations of VFC, and indicates your agreement to pay all fees prior to the event. Please retain a copy of this contract for your records. **THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE.***

In addition to the rules and regulations enumerated below, this contract incorporates the following documents in full:

CAI Communicable Disease Related Hold Harmless, Release, Waiver of Liability, and Indemnity Agreement, which may be reviewed at <https://www.cai-padelval.org/attend/communicable-disease-related-hold-harmless-release-waiver-of-liability-and-indemnity-agreement/>

CAI Terms and Conditions of Sponsorship and Advertising Agreement, which may be reviewed at this link: https://www.cai-padelval.org/assets/1/6/CAI_Sponsor_Terms_and_Conditions.pdf

EXHIBIT SPACE

Each exhibit space consists of one 10 (deep) x10 (wide) booth. Booths will consist of pipe and drape assembly, booth identification sign, one six (6) foot draped table, two (2) chairs, and one (1) waste basket. Exhibits may not protrude beyond the defined 10 x 10 space allotted, nor interfere in any way with the flow of traffic. Exhibitor display fixtures may not exceed ten (10) feet in height and must be designed and constructed so as not to interfere or detract from the appearance of adjoining booths. Exhibitors should refrain from talking to attendees or conducting business outside of your own booth. All parts of the exhibit must remain in exhibitor's assigned space. No exhibit will be allowed to infringe upon aisle space.

Variations from these limits will be permitted only if warranted by unalterable circumstances and only if specifically approved in advance by CAI and VFC.

Exhibitors and sponsors are prohibited from soliciting conference participants for conflicting educational or social activities during CAI's Annual Conference & Expo.

Exhibit displays and decoration must conform to all applicable federal, state, and local fire and building codes as well as any applicable public health restrictions, and all VFC rules, regulations, policies, and procedures. Combustible or other explosive materials, including pyrotechnics, are strictly prohibited.

CAI reserves the right to make changes at any time in the location, size, and display limits of any exhibitor space if considered to be in the best interest of the event, with or without prior notification of the exhibitor.

BOOTH SET-UP

Exhibitors may set-up booths from 1:00 p.m. - 5:00 p.m. on Wednesday, May 11, 2022 and from 8:00 - 10:00 a.m. on Thursday, May 12, 2022. Exhibitor agrees to have exhibits completely set-up by 10:00 a.m. on Thursday, May 12, 2022 and to remain open, fully staffed, and fully intact and assembled until the end of the event at 3:30 p.m. Early breakdown by exhibitor will affect future participation in CAI exhibitor shows. All exhibits must be dismantled and cleared from the premises no later than 7:00 p.m. on Thursday, May 12, 2022.

EXHIBITOR REPRESENTATIVES

Premier, Prime and Premium exhibit booths are allotted three (3) company representatives and standard exhibit booths are allotted two (2) company representatives to staff an exhibit booth at the event. Names of these representatives must be added to your electronic booth information, or supplied to CAI in writing, no later than Friday, April 29, 2022. CAI will only print exhibitor badges with the name of the exhibiting company. No other company name will be printed on exhibitor badges. Each representative will be credentialed and will receive a name badge, which must be displayed for access to the Expo floor and any related activity at the event, including all sessions. Additional exhibit booth staff representatives can be purchased by April 29, 2022. Additional exhibit booth staff representatives purchased after April 29, 2022 will incur a late registration fee. Changes to booth attendee names made after Friday, April 29, 2022 will be assessed a \$25 per change charge.

PROGRAM LISTING

Each exhibitor shall have its contact information listed in the Event Program Book. The Program Book is distributed to each attendee at the event. All exhibitor information must be added to the exhibitor online profile no later than April 12, 2022. Exhibitors who have not provided their information by the deadline will be excluded from the Program Book.

USE OF SPACE

No exhibitor may sublet, assign, or apportion any portion of the allotted space, nor represent, advertise, or distribute literature

for the product or services of any other firm or individual. Each business represented must reserve and pay for individual exhibit space. Violators will be required to pay the full cost of an exhibit booth on the day of the show, or be prohibited from exhibiting at future chapter events. Exhibitors may not rent or use any meeting space within VFC for a client or promotional meeting or event without prior authorization by CAI. CAI reserves the right to reject such requests.

RESTRICTIONS

CAI reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable, detract from, or are out of keeping with the character of the event. CAI may stop installation or request removal or discontinuance of any exhibit or promotion which departs substantially from a design description given approval in advance, or from the description given herein. In the event of such restriction or eviction, CAI is not liable for any refund of rental or other expenses incurred by the exhibitor.

MANNER OF USE

Exhibitor shall (and shall cause all event participants to): (a) use the Location in a safe and careful manner; (b) maintain proper decorum and otherwise observe all rules and regulations of CAI, including CAI's Event Safety & Responsibility Policy and CAI's Code of Conduct, and VFC, including without limitation those governing consumption of alcoholic beverages; and (c) comply with all applicable laws, ordinances, orders, rules, and regulations of all governmental and quasi-governmental authorities and performing societies (e.g. ASCAP and BMI). Provisions of the hotel's (VFC) liquor license prohibit exhibitors / patrons from providing alcoholic beverages from outside sources. Any exhibitor found to be providing alcoholic beverages from their booth space may be immediately removed from the event. Exhibitors shall obtain and pay for all permits, licenses, and / or clearances necessary for the event. Exhibitors operating sound, motion picture, or video recording equipment or other noise producing devices shall do so at a level which will not interfere with other exhibitors or add unduly to general acoustical inconvenience. CAI reserves the right to order the discontinuance of any equipment in violation of this rule. Exhibitor activity shall be confined to the exhibitor's allotted space.

SAMPLES AND SOUVENIRS

Distribution of samples and souvenirs in a professional fashion is permitted, provided there is no interference with other exhibits or aisle movement, and the samples or souvenirs pertain to, or contribute to the exhibits or trade show. CAI may withhold or withdraw permission to distribute souvenirs, advertising, or other materials it considers objectionable. Further restrictions may apply as provided under the rules and regulations of VFC. Exhibitors wishing to offer food products may do so with prior approval from CAI and VFC. All food items must be purchased from / supplied by VFC.

ALCOHOL

Exhibitors are not permitted to bring alcohol into the venue or distribute to attendees. Provisions of the hotel's (VFC) liquor license prohibit exhibitors / patrons from providing alcoholic beverages from outside sources. Any exhibitor found to be providing alcoholic beverages from their booth space may be immediately removed from the event. Exhibitors may include closed containers (i.e. bottles of wine or gift baskets) as door prizes.

CARE OF PREMISES / DECORATIONS

Decorations may not be taped, nailed, tacked, stapled, or otherwise fastened to ceilings, painted surfaces, columns, fabrics, doors, windows or walls. Glitter is not permitted in VFC. Adhesive backed decals/stickers (except for name tags) may not be used or distributed on the premises. Decorations may not block exit doors, fire extinguishing equipment, sprinklers, or emergency lighting systems. All decorating materials must be constructed of flameproof material or treated with an approved flame proofing solution. VFC and/or the local fire department / marshal may conduct safety tests. Any charges incurred by CAI for failure to adhere to this policy will be directly billed to Exhibitor.

CLAIM AND LIABILITIES

CAI, its directors, officers, volunteers, sponsors, co-sponsors, employees, and agents assume no liability whatsoever for loss or damage through any cause, of goods, exhibits, or other materials owned, rented, or leased by exhibitor. Exhibitor agrees to indemnify CAI, its directors, officers, volunteers, sponsors, co-sponsors, employees, and agents against, and hold harmless from, all complaints, suits, or liabilities resulting from negligence in connection with the exhibitor's use of the exhibit space and participation in event. Exhibitor further agrees to indemnify and hold harmless CAI, its directors, officers, volunteers, sponsors, co-sponsors, employees, and agents from any claim or liabilities imposed by law on account of property damage or bodily injuries, including death resulting therefrom, sustained or alleged to be sustained by any person or persons whether they be members of the public visiting the show, employees or staff of CAI or other exhibitors, occurring at or connected with the preparation or presentation resulting from any equipment, machinery, or items displayed by exhibitor. VFC shall not be responsible for any damage to property or personal injury resulting from, nor be in default hereunder as a result of, any act, omission, or event, to the extent attributable to fire, flood, earthquake, or other natural or man-made disaster, COVID-19, virus, bacterium, microorganism, act of God, war, civil strife, work stoppage, picketing, loss of power, leaks, burst pipes, law, ordinance, rule, regulation, or order (including, but not limited to, civil or military order), technical failure, or any similar or

dissimilar cause which is beyond reasonable control (each a "Force Majeure Event"). **All exhibitors will automatically receive, as part of their exhibitor registration fee, a certificate of liability insurance providing protection against claims of bodily injury liability, property damage liability, person and advertising injury liability, host liquor, and the litigation costs to defend against such claims. Coverage will be provided up to \$1,000,000 per occurrence with \$2,000,000 aggregate. There is no deductible amount for this coverage.**

SUBORDINATION

This Agreement and the rights and interests of Exhibitor hereunder shall be subordinate and subject to the Standard License Agreement between CAI and VFC.

INTERPRETATION AND ENFORCEMENT

These regulations become a part of the contract between CAI and the Exhibitor. All matters in question not covered by these regulations are subject to the decision of CAI and all decisions so made shall be binding on all parties affected by them as by the original regulations.

CAI shall not be liable for failure to perform its obligations under this contract due to strikes, acts of God, or any cause beyond its control.

PHOTOGRAPHY, VIDEOGRAPHY, AND SOUND RECORDINGS

CAI reserves the right to capture the image, motion picture, or voice of attendees or exhibitors at the event through use of photography, videography, sound recordings, or other means and to use image, motion picture, or voice for CAI promotional purposes.

CANCELLATION

CAI reserves the right, in event of national disaster, emergency, or upon other reasonable cause, to cancel or substantially alter the event, including converting the event to a virtual format, upon reasonable notification to exhibitors and potential attendees.

Cancellation of any portion of this commitment by the Exhibitor will be accepted only in writing and at the discretion of CAI, and then only based upon the following refund schedule:

Notice of cancellation received by CAI:

- Prior to January 1, 2022 - 100% refund of exhibitor or sponsor payments received, less a \$150 cancellation fee.
- Prior to March 1, 2022 - 50% refund of exhibitor or sponsor payments received, less a \$150 cancellation fee.
- After March 1, 2022 - No refund.

In the event of a dispute arising under this contract, the exhibitor agrees to be liable for reasonable costs and legal fees incurred by CAI in a reasonable attempt to negotiate, arbitrate, or litigate the dispute.

Any exhibit space that remains unoccupied at the opening of the event may be rented or used by CAI without obligation or refund.

Contract is not valid unless signed by a duly authorized official of the Exhibiting company. CAI reserves the right to reject any application and contract.

Applicants will not be permitted to occupy exhibit space until and unless all fees are paid to CAI. All applicable fees are due by April 1, 2022. Exhibit space, sponsorships, and advertising purchases not paid in full by April 1, 2022 will be revoked without refund and be placed back on sale.

I certify that I have read and agree to comply with the rules and regulations outlined in this document, including the CAI Communicable Disease Related Hold Harmless, Release, Waiver of Liability, and Indemnity Agreement and the CAI Terms and Conditions of Sponsorship and Advertising Agreement.

Authorized Contact Person (please print legibly)

Exhibiting Organization (please print legibly)

Signature

Date