

**1. General Definitions:** The term "Event" refers to the WMCCAI Conference & Expo. The Event is owned, produced and managed by Washington Metropolitan Chapter Community Associations Institute ("WMCCAI"). The term "Participant" refers to the organization that has contracted for exhibit space, sponsorship and/or advertising space and such organization's officers, directors, shareholders, employees, contractors, agents and representatives.

**2. Application to Participate:** Receipt by WMCCAI of signed contract for exhibit space, sponsorship and/or advertising space will constitute a binding agreement ("Agreement"). If Participant changes management or is purchased by another company/organization, Agreement becomes binding on such company/organization.

**3. Exhibit space, Sponsorship and/or Advertising Space Reservation:** WMCCAI 2016 Benefactors shall have first choice of exhibit space. 2016 Exhibitors will have until June 30, 2016, to indicate 2017 booth preference by submitting signed Agreement AND non-refundable deposit. After June 30, 2016, all unclaimed booths will be available to the general public. Exclusive advertising and sponsorship opportunities are reserved on a first-come, first-served basis after receipt of signed agreement. Booths are reserved on a first come, first-served basis only after receipt of signed Agreement and \$200 nonrefundable deposit. WMCCAI shall act in good faith to honor Participant preferences. WMCCAI reserves the right to change the exhibit space location assigned to Participant at any time as it may, in its sole discretion, deem necessary in the best interest of the Event. Participant shall not sublet or permit the use of all or any part of the exhibit space or any equipment provided by WMCCAI. Should Participant chose to change their booth location after a formal booth confirmation has been sent from WMCCAI, Participant will be liable for \$200 administrative change fee.

**4. Participant Conduct, Booth Operation, Décor and Right of Entry and Inspection:** (A) No adhesive-backed promotional items may be distributed or used at Event; (B) All decorating materials must be constructed of flameproof material or treated with an approved fire retardant solution; (C) No decorations of any kind may be fastened to ceilings, painted surfaces, columns, walls or windows; (D) Decorations may not block doors, fire extinguishers, sprinklers, emergency equipment signage, emergency exits, or lighting systems; (E) Signage in booths may not extend beyond the perimeter of the booth space; (F) In standard and premium booths, the height of displays are limited as follows: (i) from the back wall 5' toward the aisle, the display may be no higher than 8'; (ii) from the midpoint out to the aisle, the display may be no higher than 4'; (G) The entire cubic content of Premier Booth may be used to the maximum allowable height of 12' (H) The use of helium filled balloons is prohibited; (I) All booths must be carpeted; (J) No portion of any booth or carpeting may extend over or beyond assigned floor space or side railings; (K) Interference with the lighting, visibility and space of other Participants is prohibited; (L) The use of objectionable amplifying or lighting equipment is prohibited; Self-supported audio equipment within exhibit booths must be directed inward so not to pose a sound level nuisance to other Participants; (M) Participants may not schedule private functions or events which conflict with officially scheduled WMCCAI events; (N) Other than service animals, the use of live animals is prohibited in Event; (O) Participants may not use strolling entertainment, nor distribute samples, magazines, business cards or advertising materials in any area outside of contracted space or during Event hours; (P) Use of "Segways" or similar equipment is prohibited unless used as a disability aid; (Q) It is Participant's responsibility to ensure that models' and/or artisans' appearance and dress will not be offensive to modest tastes; (R) Food and beverage may be dispensed from Participant's contracted space within the following guidelines: (i) Any food and beverage distributed must be arranged through Event facility; (ii) Distribution area must be kept clean and attractive; (iii) All attendees must have opportunity to receive samples. Participants agree to abide by all facility rules and exhibit display guidelines published in Exhibitor Services Kit. Displays and exhibits not conforming to specifications, or which in design, operation or otherwise, are deemed objectionable by WMCCAI in its sole discretion, will be prohibited. If Participants engage in any conduct in violation of the rules and/or applicable laws, WMCCAI

reserves the right to cancel Participants' contract without further notice and without obligation to refund monies previously paid. WMCCAI further reserves the right to reject Participants' application to participate in future WMCCAI events. Further, WMCCAI, in its absolute discretion, shall have the right at any time to enter and inspect the area occupied by Participant. Participants and their representatives shall at all times conduct themselves in a professional manner and shall not disparage or defame fellow participating companies, WMCCAI, CAI or the employees of aforementioned organizations, or engage in other activities detrimental to Event.

**5. Security:** Participants and representatives must be registered. Admission to Event will be by badge only. Peripheral watchmen shall be furnished by WMCCAI, but the safekeeping of Participant's property shall remain the responsibility of Participant.

**6. Cancellation by Participant:** All requests for cancellation of exhibit space, sponsorship and/or advertising space must be made in writing. **Sponsorship/Advertising:** Full refund or waiver of sponsorship and/or advertising fees, less a \$100 administrative fee, will be granted if written notice of cancellation or reduction in contracted sponsorship and/or advertising space is received by WMCCAI no later than Nov. 30, 2016. Commencing Dec. 1, 2016, no sponsorship and/or advertising fees shall be waived nor shall refunds be made. **Exhibit Space:** Cancellation received in writing prior to Aug. 31, 2016 will result in forfeiture of exhibitor's nonrefundable \$200 deposit. A refund or waiver of 80% exhibit space fee will be granted if written notice of exhibit space cancellation or reduction of exhibit space is received by WMCCAI no later than Oct. 31, 2016. A refund or waiver of 60% fee will be granted if written notice of cancellation or reduction of exhibit space is received by WMCCAI no later than Nov. 30, 2016. Commencing Dec. 1, 2016, no fees shall be waived nor shall refunds be made.

**7. Cancellation or Postponement of Event:** It is mutually agreed that if Event is cancelled for any reason, this Agreement will be automatically terminated and WMCCAI will determine an equitable basis for the refund of a portion of all exhibit space, sponsorship and/or advertising space fees, after due consideration of expenditures and commitments already made.

**8. Payment of Debts:** Participants must make required payments for all contracted exhibit space, sponsorship and/or advertising space. Participants are further responsible for ensuring that there are no outstanding amounts owed by them to WMCCAI. If any outstanding debts are not paid in full by December 26, 2016, WMCCAI retains the right to cancel Participant's exhibit space, sponsorship and/or advertising space upon written notice and without obligation to either refund previously paid amounts or waive balance due. Exhibitors may not move into their exhibit space until payment in full is received.

**9. Exhibit Space Occupancy:** Any Participant that fails to occupy and set up its assigned exhibit space by the end of published setup hours, leaves its space unattended during Event hours or begins dismantling of exhibit space prior to the close of Event by WMCCAI, may forfeit its right to exhibit space and its eligibility to exhibit at future WMCCAI events.

**10. Handling and Storage:** Neither WMCCAI nor the managers of Event facility will accept or store display materials or empty crates; Participant shall make its own arrangements for shipment, delivery, receipt and storage of such materials and empty crates. Such arrangements shall be made with Shepard Exposition Services. All shipments and deliveries shall be prepaid. Staff of Shepard Exposition Services will manage docks and schedule vehicles for smooth and efficient move in and move out of Event. All union labor charges will be paid by WMCCAI for four (4) hours of move-in at loading dock and for two (2) hours of move-out at loading dock at the designated days and times. This union labor is to assist Participants with loading/unloading vehicles during designated move in and move out times. Participants will be responsible for paying union labor charges outside of scheduled times.

**11. Codes and Agreements.** Participant hereby agrees to be bound by all rules and regulations outlined here and in Exhibitor Service Kit and any additional rules, regulations and information as may be adopted by WMCCAI or Event facility. Participant further agrees to adhere to and be bound

by (i) All applicable fire, utility and building codes and regulations of Event facility; (ii) Any rules or regulations of said facility; (iii) The terms of all leases and agreements between WMCCAI and the managers WMCCAI and the managers owners of said facility; (iv) The terms of any and all leases and agreements between WMCCAI and any other party relating to Event; (v) All federal, state and local laws, ordinances and rules; without limiting the foregoing, Participant shall construct any displays to comply with the Americans with Disabilities Act. Participant shall not, nor shall Participants permit others to, do anything to its assigned space or do anything in Event facility which would cause a difference in conditions from those previous approved by the insurance carries of WMCCAI, or the owners or managers of said facility, which will in any way increase premiums payable by any of said parties, and Participant shall be responsible for any such increase resulting from violation of this section.

**12. Listing and Promotional Materials.** By participating at Event, Participant grants WMCCAI a fully paid, perpetual, nonexclusive license to use, display and reproduce the name of Participant in any directory or listing of Event Participants and to use such names in promotional materials. WMCCAI shall not be liable for any errors in any listing or for omitting any Participant from any directory or listing pertaining to Event. Furthermore, by participating in event Participant acknowledges that publicity photographs and/or videos may be taken during Event and grants permission for photos and/or videos containing their likeness to be used for publicity or general information purposes, whether in print or electronic mediums, which may be seen by the general public.

**13. Liability and Insurance.** This Agreement shall not constitute or be considered a partnership, employee-employee relationship, joint venture or agency between WMCCAI and Participant. Participant hereby agrees to and does indemnify, hold harmless and defend WMCCAI, its officers, directors, employees, agents, affiliates and subsidiaries (collectively, "Indemnified Party"), from and against any and all liability, loss, damage, cost of expense of any kind whatsoever (including but not limited to cost, interest and attorney's fees) which any Indemnified Party may incur, suffer, be put to, or be required to pay, incident to or arising directly or indirectly from any act or omission by Participant or any of its employees, servants or agents. Participant agrees that the Indemnified Party shall not be responsible in any way for damage, loss or discretion of any property of Participant or injury to Participant or its representatives, agents, employees, licensees or invitees. Participant must obtain insurance policies covering exhibit materials at Event. Exhibiting participants must also have public liability, bodily injury and property damage insurance. Such insurance shall name Event facility, WMCCAI and Shepard Exposition Services as additional insured's. Upon request, Exhibitor shall provide a certificate of insurance to WMCCAI.

**14. Limitation of Damages:** In no event will an Indemnified Party be liable to Participant, whether in contract or tort, for any amount in excess of the exhibit space, sponsorship and/or advertising space fee(s) in relation to any damages, including lost profits arising out of or relation to Event, the rental of exhibit space, the conduct of WMCCAI, any breach of this Agreement, or any other act, omission or occurrence.

**15. Protection of Exhibit Facility.** Participant is expressly bound, at its expense, to promptly pay for or repair any and all damage to the exhibit facility, booth equipment or the property of others caused by Participant or any of its employees, agents, contractors or representatives.

**16. Interpretation and Enforcement.** WMCCAI has full power to interpret and enforce all regulations for Event and the power to make amendments and/or further regulations that are considered necessary for the proper conduct of Event. Such decision shall be binding on all Event Participants. Failure to comply with any rule or regulation may be sufficient cause for WMCCAI to require immediate removal of the offending Participant, and may result in forfeiture of all further rights at future events sponsored by WMCCAI. WMCCAI may lease any exhibit space, sponsorship and/or advertising space so forfeited to another Participant.