

2019 ALA Annual Conference and Expo Terms and Conditions

THESE TERMS ARE ON THE AGREEMENT

It is understood that this application will become a binding contract upon acceptance by ALA, and incorporated into this contract are the following terms, conditions and the Rules and Regulations. The individual signing this agreement represents and warrants that he or she is authorized to execute this binding agreement on behalf of the exhibiting company.

Payment Policy: Applications must be accompanied by payment in full. **CONTRACTS WILL NOT BE PROCESSED WITHOUT PROPER PAYMENT.** No exceptions will be made.

Contract Acceptance: ALA reserves the right to exercise its sole discretion in acceptance or refusal of applications. If an applicant is not accepted by ALA, all money paid will be returned to the applicant.
Space Assignments: Priority for space assignments is based on previous ALA commitment and date of received agreement.

Cancellations: Must be made in writing and receive approval from ALA. Full cancellation, without penalty is available until 8/31/18. If space is canceled by an exhibitor on or before November 1st, 2018, a refund will be made for 50% of the total balance of exhibit space reserved. There will be no refunds made to companies canceling November 2, 2018 or later.

In submitting this application and contract, the exhibitor agrees to comply with all rules, restrictions and any other directives issued by the Association of Legal Administrators (ALA) in connection with the 2018 Annual Conference & Expo. This includes, but is not limited to, information contained in the sponsorship opportunities, confirmation materials, and the Rules and Regulations outlined below.

1. *Application and Contract for Exhibit Space:* This contract for exhibit space and the formal notice of space assignment by ALA and/or its agents acting as Management of the Exposition, referred to hereafter as "ALA," for floor space constitute a contract for the right to use the same. This contract should be filed promptly with ALA, acting through its officers, agents or employees as Management of the Exposition.
2. *Eligibility to Exhibit:* ALA reserves the right to exercise its sole discretion in acceptance or refusal of applications. If an application is not accepted by ALA, all money will be returned to the applicant.
3. *Non-endorsement:* The exhibiting of products or services at the ALA Exposition does not constitute an endorsement by ALA. Exhibitors are not permitted to represent that their products or services have been endorsed by ALA unless ALA has specifically provided express written endorsement.
4. *Terms of Payment:* Unless otherwise agreed upon and referenced in writing on the agreement. A deposit equal to 50% of the total purchase is required at contract. The balance is due by January 30, 2019 Applications submitted after January 30, 2019, must be accompanied by payment in full. **CONTRACTS WILL NOT BE PROCESSED WITHOUT PROPER PAYMENT.** No exceptions will be made.
5. *Cancellation of Space:* Full cancellation, without penalty is available until 7/31/18. If space is canceled by an exhibitor on or before November 1, 2018, a refund will be made for 50% of the

total balance of exhibit space reserved. There will be no refunds made to companies canceling November 2, 2018 or later. Any space not occupied by Thursday, May 3, for which special arrangements have not been made may be reassigned by ALA without obligation to make a refund. All cancellations must be in writing. A reduction of the number or size of booths reserved is regarded as a cancellation, and the rules of cancellation will apply. Deposits received on the canceled booths will not be applied to the remaining balance of other booths held.

6. *Space Assignment:* All exhibits will be located at the Gaylord National Convention Center. Dimensions on the floor plan are believed to be accurate, but are only warranted to be approximate. All booth assignments will be made on a first-come, first-served basis, and duplicate requests shall be determined by, date of receipt, past exhibit history and special floor requirements. ALA reserves complete authority for assignment of space. Every effort will be made to ensure the best possible space to exhibitors. ALA reserves the right to relocate display areas at any time for the benefit of the exhibitor or for the betterment of the exposition.
7. *Marketing Deliverables-Use of Pre- and Post-Conference Attendee Lists:* User may use the list of pre-Conference and post-Conference attendees each for one time only. User will not copy the list or any portion thereof or extract or retain any information there from. User will not at any time permit any ALA list information to pass into the hands of another person, association, organization or company. Any prohibited use by user shall constitute a material breach of this contract. ALA requires pre-approval of all promotional pieces sent using this list. More instructions will be included when the mailing list is distributed. *Advertising and Sponsorship Deliverables:* No advertising placement is guaranteed past the 4/20/18 materials deadline. Upon exhibit space submission, email logo in an EPS format to exhibits@alanet.org. Logos submitted without EPS will not be included in signage onsite. Advertising acceptance of this agreement does not waive the right of the ALA to reject any agreement for ad space or reject any advertising copy.
8. *Exhibit Installation, Storage and Removal:* Installation must be completed by the scheduled close of setup hours. In the event that the exhibitor fails to install his or her exhibit within the proper setup time, fails to pay the rental charges for space or fails to comply with any provisions concerning the use of his exhibit space, ALA shall have and reserve the right to take possession of such booth space and reassign without refund. Exhibitors shall not be permitted to store packing crates and/or boxes in or behind their booths during the Exhibit Hall period. Properly marked boxes will be stored and returned to the booth by a service contractor. It is the exhibitor's responsibility to mark and identify his or her crates/cartons. Cartons and crates not properly marked or identified may be destroyed. ALA assumes no responsibility for the contents of improperly labeled cartons or crates. Dismantling or packing up one's exhibit booth can begin only after the close of the Exhibit Hall. Any infraction of the dismantling and packing regulations will result in the automatic loss of priority points and will affect future conference booth placement and/or eligibility to exhibit. All exhibits must be removed from the center by the time noted in the 2018 Exhibitor Kit. The deadline for clearance of all materials from the Exhibit Hall will be enforced. It is the responsibility of each exhibitor to have material packed, identified and cleared for shipment by such time. ALA reserves the right with no liability whatsoever for damage, spoilage or loss to dismantle, dispose of, store and clear from the premises any material goods, property or merchandise of any exhibitor who has failed to comply with the above requirements. Such work will be done at the sole expense of the exhibitor.
9. *Use of Space: Booth Construction:* All linear booths are 100 square feet (10' x 10') unless otherwise noted. Booths have a back wall drape that is 8' feet high, with sidewall drapes that are 36 inches high. No special signs, booth construction, apparatus, equipment, lighting fixtures, etc.,

will be permitted to extend above 8 feet in height. All display fixtures more than 4 feet in height and placed within 10 linear feet of an adjoining exhibit must be confined to that area of the exhibitor's space that is at least 5 feet from the aisle line. An island booth is a display of four or more standard 10' x 10' booth spaces merged together with aisles on all four sides. Full use of the space is permitted, but the design of the booth must allow see-through visibility and accessibility from all four aisles. Island booths are shown on the enclosed floor plan. Additional islands may be created by selecting a full block of 10' x 10' booths. No drapery is provided with island booths. Island booth displays may not exceed 20 feet in height. A peninsula booth is a display of two or more booths with aisles on three sides. Peninsula booths must adhere to the following back-wall guidelines: Back walls may NOT exceed 10 feet in width and 8 feet in height, leaving 5 feet on each side for 3-foot side-rail drape and visibility into the booths behind. Booths not following this procedure will be asked to dismantle their back wall – at their own expense. No refunds will be given on space or expenses. Graphics, products or portions of the display are not permitted outside the confines of the booth unless as supplied by ALA as sponsorship recognition or as part of a sponsorship. Exhibitors are required to keep their exhibit space neat and orderly at all times. Exposed parts of displays and/or equipment must be finished in a workmanlike and neat manner so an attractive appearance is presented when viewed from the aisles of adjoining booths. If exhibitor fails to cover or finish these areas, this will be done at the discretion of ALA at the expense of the exhibitor.

Hanging Signs/Components: Hanging signs are only permitted above island booths and booths of those companies who have taken advantage of one of the “Sponsorship” of the Annual Conference. Hanging signs (design, cost, rigging) are the sole responsibility of the exhibitor. Exhibitor must use the approved rigging company for installation and dismantle. Signs may not exceed 75% of the booths dimensions along each side (leaving at least 25% open on each side). *Subletting and Sharing of Space:* Subletting and sharing of space are permitted only for divisions of the same company, with approval of ALA. The subletting and sharing of exhibit space are strictly prohibited to separate companies. *Multiple Divisions/Company Mergers:* Companies with several divisions may choose to average priority points in order to be grouped together in the space assignment process. The process will allow each division of one company to contract separately, while maintaining its own identity (i.e., exhibit listing, badges, hotel rooms, etc.). In the event that a company merges with, is bought by or purchases another company, the highest number of priority points accumulated will be used as the point total for the new company. ALA must be notified in writing of such changes.

Exhibit Staffing: As a courtesy to the attendees and fellow exhibitors, it is important that exhibitors open their exhibits on time each day. Each exhibit booth must be manned during all exhibit hours until the scheduled closing of the Exposition. Exhibit representatives manning the booth must be bona fide employees or distributors of the exhibiting company or members of his or her family. Exhibitors must display goods manufactured or dealt by them in their regular course of business, unless approved in advance by ALA. It is strongly encouraged that all exhibitors staff their booths with a minimum of two representatives to ensure adherence to this regulation. Exhibitors will have access into the Exhibit Hall at least one hour before the exhibits open each day. Exhibitors may remain in the hall for a half hour after the close of the Exhibit Hall each day. *Distribution of Products and Materials:* Distribution of advertising and other promotional materials is permitted within the confines of the allotted booth space. Any exhibitor found distributing promotional materials outside of his or her allotted booth space, and is not approved in advance by ALA, will be found in violation of the exposition rules and regulations. There are to be no retail sales on the show floor resulting in the exchange of currencies. No firm or organization, individual or company without assigned exhibit space or special ALA approval will be permitted to solicit business or distribute promotional materials within the Exhibit Hall or

be in attendance. Any infringements of this rule will result in the prompt removal of the offending person(s) from the Exhibit Hall, and the exhibitor waives any and all rights for claims against ALA arising out of the enforcement of this rule. ALA reserves the right to restrict exhibits that, because of noise, method of operation, materials or for any other reason, are objectionable and also to prohibit or evict any exhibit that, in the opinion of ALA, may detract from the general character of the show as a whole. All demonstrations or other promotional activities must be within the limits of the exhibit booth. *Booth Activity:* Demonstrations or live interviews must be confined to the limits of the space contracted. The use of magicians, massage therapists, fortune tellers, dancers, mimes, puppet shows or other entertainment of this nature is prohibited unless the exhibitor has written permission from ALA. If any of these demonstrations, activities or audio visual sound effects disturbs neighboring exhibitors, results in the obstruction of aisles or prevents ready access to a nearby exhibitor's booth, ALA reserves the right to determine at what point sound must be discontinued. Exhibitors must take every reasonable precaution to minimize the noise of demonstrations or of operating sound devices. Helium-filled balloons or devices are not allowed in the Exhibit Hall. Giveaways may not include stick-on decals or balloons. All exhibitors are required to carpet their booths. All booth decorations must be flameproof. If inspection indicates neglect in complying with these regulations, or otherwise presents a fire hazard or danger, ALA may cancel all or such part of a display as may be irregular, and effect the removal of same at the exhibitor's expense. The exhibitor is responsible for having a certificate of flame proofing actively in possession should booth decorations be questioned during inspection. Each exhibitor is charged with knowledge of any compliance with all laws, ordinances and regulations pertaining to health, fire prevention and public safety.

10. *Liability and Insurance:* Exhibitor agrees that it will indemnify, hold and save ALA and the whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against ALA and its agents and the Gaylord National Convention Center on account of injury that may be incident to, arise out of, or be caused either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or any other person entering upon the premises leased hereunder with the express or implied invitation or permission of the exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation of the exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by the exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the premises leased hereunder. The exhibitor covenants and agrees that in case ALA and/or the Gaylord National Convention Center shall be made a party to any litigation against the exhibitor or in any litigation commenced by any party other than the exhibitor relating to his lease or to the premises leased hereunder, the exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs and expenses, incurred by or imposed upon ALA, its agents and the Gaylord National Convention Center by virtue of such litigation. These terms of indemnification shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of ALA, its agents or the Gaylord National Convention Center. Exhibitors requiring the services of independent contractors must have prior approval of ALA, and will be required to provide to ALA the appropriate certificates of insurance of said independent contractors. These certificates of insurance are required to be in possession of said contractors on site at the Exposition at all times. No exceptions will be made that will interfere with the orderly function or security of the Exposition or with obligations or commitments of ALA. All contractor personnel working within the Gaylord National Convention Center must be wearing, in an easily visible location, a photo identification badge issued by their employer or by the union dispatching the labor. Exhibitors

are required to carry liability insurance and must have said certificates with them at all times during the exposition. All property of the exhibitor is understood to remain under his custody and control, in transit to or from or within the confines of the Exhibit Hall. Exhibitors are required to carry floater insurance against injury to the person or property of others and must be prepared to furnish a certificate of insurance to ALA. ALA and the Gaylord National Convention Center's insurance policies do not extend to cover liabilities of exhibitors.

11. *Security:* Every reasonable precaution will be taken to protect property during the Expo. However, neither ALA and the Official Service Contractor, nor the management of the Gaylord National Convention Center, is responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes. Individual booth security is available at an additional fee to exhibitors, and it is strongly advised that exhibitors carry additional insurance for theft or damage to their displays or other personal property while such property is located at or is in transit to or from the exhibition site. While ALA provides security guards, this is solely as an accommodation to exhibitors, and ALA assumes no responsibility for any loss, damage or injury to any property of the exhibitor or to any of its officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever. The exhibitor expressly agrees to save and hold harmless ALA, its management, agents and employees from any and all claims, liabilities and losses for injuries to persons (including death) or damage to property arising in connection with exhibitor's use of the exhibit space.
12. *Care of the Building and Equipment:* Exhibitors and their agents shall not injure or deface the walls, floors or any part of the exhibit building, booth, materials or equipment of another exhibitor or the Gaylord National Convention Center. If such damage appears, the exhibitor causing such damages is liable to the owner of the property so damaged.
13. *Labor:* Exhibitors are required to observe all contracts in effect between the Association, service contractors, the Gaylord National Convention Center and any labor organizations involved. All rules, regulations and restrictions will be outlined in the official Exhibitor Service Manual.
14. *Official Service Contractor:* GES Exposition Services is the Official Service Contractor for the exposition and is in total charge of the exhibit area production. The exhibitor shall provide only the material and equipment that are owned and are to be used in the exhibit space. All other items used in the booth are to be provided through arrangements with the above contractor. Payment for services provided to the exhibitor by contractor is the responsibility of exhibitor. A link to the forms for ordering auxiliary services (Exhibitor Service Manual) will be supplied to exhibitors approximately 60 days prior to show time from GES Exposition Services.
15. *Exhibitor's Authorized Representatives:* The Exhibit Hall is limited to individuals, business firms and manufacturers that have contracted and paid for space assignments. Each exhibitor shall provide ALA with the names and titles of personnel in attendance at the exposition on the appropriate exhibitor registration form included in the Exhibit Service Manual of order forms by the specified date. Said representative shall be authorized to enter into such service contracts as may be necessary on behalf of the exhibiting company, for which the exhibitor shall be responsible. For each 10' x 10' booth, each exhibiting company will receive four badges for booth personnel. Additional badges are available at \$250 each if purchased by the published date. The exhibitor and representatives are required to wear these identification badges throughout the Exposition and while attending all ALA Conference related events. The badges are not transferable, and ALA reserves the right to withdraw the use of the badge used to gain admission to the Exposition by any person other than the one for whom it was issued. The Exhibitor shall keep at least one attendant in its booth during the hours the Exposition is open. No

one under the age of 18 will be allowed in the Exhibit Hall. No exceptions will be made. ALA reserves the right to refuse to admit and eject from the Exhibit Hall, or from any space therein, any objectionable or undesirable person or persons; and on the exercise of this authority the exhibitor, for itself, its employees and agents, hereby waives any right and all claims for damages against ALA.

16. *Food and Beverage Services:* All arrangements for the provision of food and beverage in conjunction with exhibits must be approved in writing by the convention center caterer (this includes bottled water as a giveaway). No alcohol is allowed in Exhibit Hall or booths, except as approved by ALA. The convention center caterer reserves the right to regulate the size and type of samples and giveaway items. Every food and beverage item in an exhibit booth must be provided by and approved by the official caterer in writing. Exhibitors that bring in outside food and beverages to their exhibits without permission risk forfeiture of their product and/or commissions and are subject to fees for doing so from the caterer. No selling of food or beverages is permitted.
17. *Social Functions/Special Events:* Any exhibitor-held hospitality, function or social event must be pre-approved by submitting a complete Private Event Request form to ALA. Social functions are allowed only during program-free hours and must not conflict with any of ALA special programs, social and theme events. Failure to comply may result in loss of priority points or denial of participation in all future ALA Conferences, meetings, and events. Exhibitors may not host a private event in a location that has been secured by ALA.
18. *Conference Postponement or Cancellations:* ALA, in its discretion, shall have the right to postpone or cancel the Conference & Expo and shall be liable in no way to the exhibitor for losses resulting from such delay or cancellation. ALA will not be liable for the fulfillment of this contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: By reason of the facility being damaged or destroyed by fire, act of God, terrorism, public enemy, war or insurrections, strikes, the authority of the law, or for any cause beyond ALA control. It will, however, in the event of its not being able to hold an exhibit for any of the above named reasons, reimburse exhibitor on a prorated basis for the amount already paid by exhibitor for exhibit booth space.
19. *Complying with ALA Rules & Regulations:* Exhibitor agrees to comply with all rules and regulations of ALA, Gaylord National Convention Center and all other rules and regulations that apply to the city of Denver and the state of Colorado. ALA will provide the Gaylord National Convention Center and its service providers with each exhibitor's contact information.
20. *Amendments:* Any and all matters and questions not specifically covered by the preceding regulations shall be subject to the decision of ALA. These Rules & Regulations shall be binding on exhibitors equally with the foregoing conditions. Exhibitors shall be notified in writing of any amendments to these regulations.