

## ANNUAL CONFERENCE EXHIBITOR AGREEMENT

1. EXHIBITOR HALL SET UP AND BREAK DOWN – Sponsors and vendors (hereinafter referred to as “exhibitors”) will be able to set up on Monday, October 13<sup>th</sup> 3:00pm – 6:00pm. All set-up activities must be completed by 9:00am on Tuesday, October 14<sup>th</sup>.

Exhibitor Break-Down: Please note that there is dedicated Exhibitor Hall time on Thursday, October 16<sup>th</sup> and the event does not end until Thursday at 1:30pm. Breakdown is not permitted to begin until 1:30pm. CALSAGA reserves the right to restrict exhibitor's participation in future events for failure to comply with the set up and tear down schedule listed above.

2. LIABILITY - Exhibitor is entirely responsible for the leased space and shall not injure, mar, permanently alter, or deface the premises in any manner. Exhibitor agrees to reimburse CALSAGA and/or the Facility for any loss or damage occurring to the premises or equipment.
3. AISLES - The aisles, passageways and overhead spaces remain under the control of CALSAGA and/or Facility Management, and no signs, decorations, banners, advertising matter or exhibits will be permitted in those areas except by written permission of the CALSAGA. All exhibitors and personnel must remain within the confines of their own spaces.
4. SPACE – Spaces are assigned to specific Exhibitors. Exhibitor may only use the space assigned. No portion of the space can be sublet or assigned without receiving express written permission from CALSAGA. Exhibitor shall forfeit the right to the space, all prepaid rentals and, upon demand, pay any rent balance owing to CALSAGA for failure to occupy or use the space or to have the exhibit completed and in place by the opening of the Annual Conference. CALSAGA reserves the right to relocate the exhibitor.
5. RESTRICTIONS - CALSAGA reserves the right to restrict or remove exhibits, without refund, that have been falsely entered, or are deemed by unsuitable or objectionable by CALSAGA. This restriction applies to, but is not limited to, noise, P.A. systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that might be objectionable to CALSAGA or Facility Management.
6. ALL EXHIBITS MUST COMPLY WITH ALL APPLICABLE LAWS, INCLUDING, LOCAL ORDINANCES, REGULATIONS AND FIRE MARSHALL INSTRUCTIONS (collectively, “Applicable Laws”).
7. STORAGE - Fire Marshall Regulations prohibit the storage of boxes, crates, packing material, etc., and not more than a one-day supply of literature at Exhibitor's display. Exhibitor must arrange for storage of empty crates, etc. at its own expense.
8. RUNNING OF ENGINES - Oil or gasoline engines may be operated only with the express written consent of CALSAGA and must conform to Applicable Laws.
9. INSTALLATIONS - Any special carpentry, wiring, electrical or other work, gas, steam, water, or drainage connection must be approved in advance and shall be installed at Exhibitor's expense, and in accordance with the Facility and CALSAGA's direction.

10. MISCELLANEOUS TERMS AND CONDITIONS:

- a. ILLNESS - The risk of illness, including COVID-19, are significant, and while precautionary steps are being taken and personal adherence to current CDC guidance may reduce these risks, the risks do exist; and, exhibitor on its behalf and on behalf of all exhibitor's agents and employees, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF OTHERS and assume full responsibility for its and their participation.
- b. CANCELLATION OF CONTRACT – Due to catering agreements, CALSAGA is unable to grant refunds for 'no shows.' Should you need to cancel with at least 90 days notice, please contact Kate Wallace at: 916-930-0552. Refunds will only be issued if a replacement exhibitor is found and secured prior to the Annual Conference date.
- b. RIGHTS OF THE MANAGEMENT IN THE EVENT THE ANNUAL CONFERENCE IS NOT HELD - CALSAGA shall not be liable for any damages or expenses incurred by Exhibitor, including consequential or incidental damages or lost profits, in the event the Annual Conference is delayed, interrupted, or not held as scheduled. If for any reason beyond the control of CALSAGA, the Annual Conference is not held, CALSAGA may retain so much of the amount paid by Exhibitor as is necessary to defray expenses already incurred by CALSAGA.
- c. INDEMNIFICATION - Exhibitor shall defend, indemnify, and hold harmless CALSAGA and the Facility, and each of their respective employees, agents, independent contractors, officers, and directors, from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the activities of Exhibitor, or the officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors of Exhibitor.
- d. Neither CALSAGA nor the Facility shall be responsible for loss of damages occurring to the exhibit or sustained by Exhibitor from any cause. Exhibitor is solely responsible to procure and maintain any insurance coverage desired by exhibitor.
- e. ATTORNEY'S FEES - If a civil action arises between parties out of this agreement or to enforce any of its provisions, the losing party shall pay the attorney's fees of the prevailing party as trial court may adjudge reasonable. If an appeal is taken from any judgment of the trial court, the losing party shall pay the amount the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on appeal.
- f. LICENSES - All City, County, State or Federal licenses, inspections or permits required by law of any Exhibitor in the installation or operation of its display shall be obtained by the Exhibitor at its own expense prior to the opening of the Annual Conference.

CALSAGA reserves the right to restrict exhibitor's participation in future events for any violations of this Exhibitor Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name and Title

\_\_\_\_\_  
Company Name



\_\_\_\_\_  
Signature

David Chandler, President

\_\_\_\_\_  
Full Name and Title

CALSAGA

\_\_\_\_\_  
Company Name