

*Access to LeadingAge meeting attendees is a benefit for all LeadingAge exhibitors therefore no exhibitor is permitted to hold an event inviting LeadingAge attendees/members which conflicts with full conference activities (exhibit hall, education sessions, concert, general sessions, etc.). Failure to comply with this policy could place your exhibitor status in jeopardy and result in removal of your exhibit booth.*

#### **A. SPACE RENTAL**

- 1. Standard Booth Reservations:** This contract for use of space at the LeadingAge Exposition identified on the attached 2021 Exhibit Space Application ("Exposition"). The 2021 Exhibit Space Application is attached hereto and its terms are incorporated herein. The exhibit space shall include an eight-foot high fire retardant back wall drapery and three-foot high side rails with drapery, a standard booth sign carrying Exhibitor's name, a booth number, security guard service and aisle cleaning. The Exposition is produced by and is the property of LeadingAge.
- 2. Space Assignment:** Initial space assignments take place on site at the previous year's Exposition. All contracts received thereafter will be assigned space based on the date of receipt of contract and/or special needs; in all cases, efforts will be made to assign space in as close compliance as possible with applicants' choices, but availability of applicants' choices is not guaranteed. LeadingAge reserves the right to assign exhibitor space as may be deemed by LeadingAge to be in the best interest of exhibitors and of the Exposition generally.
- 3. Floor Plan:** All dimensions and locations shown on the official floor plan, a copy of which is available upon request, are believed, but not warranted, to be accurate. LeadingAge reserves the right to make such modifications to the official floor plan as may be deemed by LeadingAge to be necessary to meet the needs of the exhibitors and of the Exposition generally.
- 4. Cancellation of Exposition:** LeadingAge, its agents and employees will not be liable for failure to hold the Exposition as scheduled. Payments for rental charge will be returned to Exhibitor in the event of cancellation of the Exposition except that any actual expenses incurred in connection with planning the Exposition, as well as all non-refundable expenses incurred by LeadingAge, will be deducted if the Exposition is cancelled in advance of the scheduled opening date because of fire, or any acts of God, or public enemy, or strike, or epidemic, or any law, or regulation, or public authority, or any other cause, which makes it impossible, illegal or commercially impracticable to hold the Exposition (any of which is a "Force Majeure Event"). In the event of occurrence of a Force Majeure Event, this contract may be terminated by LeadingAge, and Exhibitor waives any and all damages and claims for damages and agrees that the sole liability of LeadingAge shall be to return the payment for rental charge, less any actual expenses incurred.
- 5. Furnishings:** Furniture, and/or additional draping, accessories, signs, electrical outlets, etc., are the sole responsibility of Exhibitor and shall be ordered in advance from the official service contractor on the forms that will be provided by LeadingAge. Table coverings as well as all equipment must be of nonflammable material. Carpet on the floor of booth is required and must be ordered by or provided by and at the Exhibitor's expense. Failure to adhere to these requirements may result in adjustments to exhibit booth on site or removal of the exhibit booth.
- 6. Change of Dates and Location:** LeadingAge reserves the right to change the dates and location of the Exposition and will make all efforts to provide prompt advance notice to Exhibitor of such change. To the extent practicable, LeadingAge will provide Exhibitor with comparable booth space in the new location. If Exhibitor opts to cancel its reservation of booth space due to such change, LeadingAge will provide refunds in accordance with the cancellation policy stated in Section B below. Should the Annual Meeting go virtual, exhibitors will have the opportunity to transfer their fee to the virtual event, credit to future events or request a refund.
- 7. Height Regulations:** The height limit for booths smaller than 20' x 20' is 8 feet. Booths 20' x 20' and larger have a height limit of 20 feet.
- 8. Hanging Banners:** To hang a banner, an exhibitor must have purchased a booth with a minimum size of 20' x 20'. The maximum height a banner can be hung is 20 feet from the floor to the TOP of your banner. No banner's top edge may be higher than 20 feet from the floor. If your booth height and sign combined are higher than 20 feet, you will not be permitted to install a hanging banner above your booth. Also, hanging banners must not extend into the aisle, or outside the perimeter confines of your booth.

#### **B. CANCELLATION OF DEMONSTRATION CONTRACT/FAILURE TO PAY**

- 1. Cancellation:** No cancellation shall be effective until written notice has been received by LeadingAge.
- 2. Cancellation Policy:** Cancellations for exhibit space made by Exhibitor made prior to June 1, 2021 will be entitled to a full refund of rental charge payments made less a \$300 processing fee. No refunds will be made after June 1, 2021. There will be no refund for advertising or participation fees. Sponsorship and Corporate Alliance Program levels may be eligible for a pro-rated refund based on the time of cancellation and benefits received. No refunds will be provided after June 1, 2021.

3. **Failure to Pay:** Failure to remit the balance of rental charge payments due by the date specified on the application form may, at LeadingAge's discretion, be treated as a cancellation of contract by Exhibitor and the reserved space may be subject to resale by LeadingAge without any refund of deposit.
4. LeadingAge reserves the right to terminate and cancel contract with Exhibitor at any time for any reason. In the event LeadingAge exercises this right, Exhibitor's sole remedy shall be limited to a refund of rental charge amounts paid to LeadingAge pursuant to the Exhibit Space Application.

**C. CONSTRUCTION, INSTALLATION AND USE OF EXHIBITS AND EXHIBIT FACILITIES**

1. **Acceptability of Demonstration Space:** All exhibits shall be to further the purposes of the Exposition and shall be operated in a way that will not detract from other exhibits, the Exposition, or the annual meeting as a whole. LeadingAge reserves the right to require the immediate withdrawal of any exhibit which is believed to be injurious to the purpose of LeadingAge. Products and services offered by reputable and legitimate companies that are not related to the care of the aging, but are of interest to LeadingAge members, may exhibit, at the discretion of LeadingAge, but will not be assigned space until all related companies receive their assignments.
2. **Restriction on Selling:** The LeadingAge exposition is for educational and informational purposes only. Sales may not be made nor orders consummated at any of the exposition facilities unless preapproved in writing by LeadingAge.
3. **Music:** The playing or use of any form of music is strictly forbidden in the Exposition Hall(s). Exhibitor agrees to comply with the restrictions set by Exhibit Management on sound volume.
4. **Restrictions on Use of Space:** Exhibit booths must be maintained by at least one company representative at all times during show hours as set forth in the Exhibitor Quick Guide. No Exhibitor shall sublet, assign, or share any part of the space allocated to Exhibitor without the written consent of LeadingAge. Exhibitor product demonstrations and information exchanges must be confined within the bounds of Exhibitor's assigned booth. Aisle space shall not be used for exhibit purposes, display signs, solicitation, or distribution of promotional material. Exhibits, signs and displays are also prohibited in any of the public spaces or elsewhere on the premises of the meeting facilities or in the guest rooms or hallways of hotels. Operation of sound devices within the exhibit booth is allowed if Exhibitor complies with restrictions on loud volume.
5. **Construction of Demonstrations/Exhibits:** Exhibits shall be constructed and arranged in the assigned exhibit booth space. In the area from the back wall of the booth to three feet forward of the back wall, exhibits may be up to a height not to exceed eight feet from the exhibit floor. All parts of the exhibit in any portion of the booth beyond three feet from the booth back wall must be of a height not to exceed the height of the dividing side rails (36"). These height limitations apply to all advertising, logos, signs and exhibit structures. Failure to adhere to these requirements may result in adjustments to exhibit booth on site.
6. **Appearance of Exhibits:** Any part of the exhibit which does not lend itself to an attractive appearance, such as unfinished side or end panels, must be draped at Exhibitor's expense.
7. **Height Regulations:** The height limit for booths smaller than 20' x 20' is 8 feet. Booths 20' x 20' and larger have a height limit of 20 feet.
8. **Hanging Banners:** To hang a banner, an exhibitor must have purchased a booth with a minimum size of 20' x 20'. The maximum height a banner can be hung is 20 feet from the floor to the TOP of your banner. No banner's top edge may be higher than 20 feet from the floor. If your booth height and sign combined are higher than 20 feet, you will not be permitted to install a hanging banner above your booth. Also, hanging banners must not extend into the aisle, or outside the perimeter confines of your booth.
9. **Failure to Occupy Space:** Space not occupied by the close of the exhibit installation period as specified in the accompanying material will be forfeited by Exhibitor and this space may be resold, reassigned, or used by LeadingAge without any refund of rental charge payment to Exhibitor. If the exhibit materials are on-site, but not erected by the given deadline, LeadingAge reserves the right to arrange for exhibit set-up at Exhibitor's sole expense.
10. **Drayage:** Advance shipments of exhibit material must be made to the official drayage company as indicated in the Exhibitor Quick Guide. The exhibit facility cannot accept direct shipments. Should any shipments be made directly to the exhibit facility, such shipment will be removed by the authorized drayage company and stored until the facility is ready to accept material for the Exposition. All costs related to removal and storage will be the sole responsibility of the Exhibitor.
11. **Labor:** Exhibitors shall employ only accredited labor personnel for all work other than that properly handled by full-time employees of the Exhibitor, in accordance with local labor regulations. Information regarding specific regulations which are applicable may be obtained from the official service contractor. The official service contractor can be reached at the address and phone number shown below:  
Freeman Corporate Headquarters, 1600 Viceroy, Suite 100, P.O. Box 660613, Dallas, TX 75266-0613, 214-445-1000  
Display persons, painters, carpenters, electricians, and other skilled labor can be arranged through the official service contractor at established rates. If a contractor other than the official service contractor is used to set up, erect, or dismantle the exhibit, LeadingAge must be notified and be in receipt of a General Insurance Certificate naming LeadingAge as an additional insured at least thirty (30) days prior to the official move in date, or the contractor will not be permitted to service the exhibit.

**12. Fire and Safety Regulations:**

- (A) Fire regulations require all display material used for decoration to be flameproof. Any/all electrical equipment, including signs and lights, shall be in good operable condition and be able to pass the inspection of the local Fire Underwriters Inspection Bureau. Each Exhibitor agrees to be knowledgeable and responsible regarding ordinances and regulations pertaining to health, fire prevention and public safety while participating in this exposition. No combustible material shall be stored in or around exhibitor booths. Combustible materials found in the exposition hall will be removed.
- (B) The use of flammable materials necessary to the purpose of the exhibit where no other alternative can be used must first be brought to the attention of LeadingAge, in writing, no fewer than 90 days before the exposition's opening, for approval.

**13. Vehicles on Static Display:** Vehicles may not be displayed without the prior written approval of the local public safety department. Any fuel-powered vehicle on static display must have not more than ¼ of a tank or five gallons (whichever is less). The gas cap must be locked or sealed with tape; batteries must be disconnected with the cable ends taped over to prevent sparking. Vehicles may not be started, run or moved during event hours. This published contact is used for sales and as a company contact for our attendees.

**14. Exposition Facility Rules and Regulations:** Exhibitor shall abide by any and all agreements made by and between LeadingAge and the facility in which Exposition takes place and any rules and regulations of Exposition facility.

**D. SECURITY/LIABILITIES/INSURANCE**

- 1. Security:** LeadingAge will provide security guards during the closed hours of the exposition, but the furnishing of such service shall not be construed to be any assumption of obligation or duty with respect to the protection of the property of exhibitors, which shall at all times remain in the sole possession and custody of each exhibitor. After show hours, as set forth in the Freeman Exhibitor Kit only those exhibitors properly identified and with the permission of LeadingAge may enter the exposition hall.
- 2. Liability:** Neither will LeadingAge, nor the official service contractor, nor the exhibit facility, their members, representatives, agents and/or employees be responsible for injury, loss, or damage that may occur to the Exhibitor or to the Exhibitor's employees, agents or property from any cause whatsoever, prior, during, or subsequent to the period covered by this application/contract. Exhibitor shall at all times protect, indemnify, defend, and save and keep LeadingAge totally harmless from any and all loss, cost, damage, liability, or expense incurred as a result of Exhibitor's negligent or willful act, or by reason of any accident or other occurrence to anything or anyone, including Exhibitor, its agents, employees, and business invitees.
- 3. Damage to Exposition Facilities:** Exhibitor must surrender space occupied by Exhibitor in the same condition it was in at commencement of occupation. Exhibitor or the Exhibitor's agent shall not injure or deface the walls, columns, or floors of the exhibit facilities, nor the booths or the equipment or furniture of the booths. When such damage appears, Exhibitor shall be liable to the owners of the property damaged. Additionally, Exhibitor agrees to protect, save and hold harmless LeadingAge, its employees and agents and the exposition facility of and from all loss, liability and/or damage whatsoever caused to the facility housing the exposition, or any part thereof, directly or indirectly.
- E. Insurance:** Exhibitor agrees to maintain such insurance as will fully protect LeadingAge from any and all claims of any nature whatsoever, including claims under the Worker's Compensation Act, and for personal injury, including death which may arise in connection with the installation, operation, or dismantlement of Exhibitor's display. Exhibitors are advised to add to their existing insurance a portal-to-portal rider at a normal cost, protecting them against the loss-damage to their material by fire, theft, accident, etc.

**F. AMENDMENT, APPLICABLE LAW AND FORUM**

Any and all matters and questions not specifically covered by the articles in this contract shall be subject to the discretion of LeadingAge. The aforementioned items covered by this contract may be amended at any time by LeadingAge in the interest of the Exposition, and notice thereof shall be binding on Exhibitors equally with the foregoing rules set forth in this contract. This contract shall be governed by and construed in accordance with the laws of the District of Columbia, and any dispute concerning this contract shall be decided in a court of competent jurisdiction within the District of Columbia.

\*All CDC guidelines for attendances at conference will be implemented and it is understood that all exhibitors adhere to these guidelines and any other safety rules put in place by the Association.