

EXHIBITOR POLICY AGREEMENT

Annual Business Meeting & Convention – November 15-17, 2022

- 1. Exhibit Space Agreement:** By submitting the reservation agreement for booth space, Exhibitor releases CSBA (herein referred to as “Show Management”) from all liabilities to Exhibitor, its agents, licensees or employees that may arise because of submission of the reservation agreement or participation in the tradeshow. Acceptance of the reservation agreement does not imply endorsement by Show Management of Exhibitor’s products, nor does rejection imply lack of merit of Exhibitor’s products or manufacturer. Show Management has the sole right to determine eligibility of any company or product for inclusion in the tradeshow. Show Management has the right to move Exhibitor’s location in the tradeshow for any reason.
- 2. Payment & Cancellation Policy:** Payment in Full Due on November 1, 2022. If Exhibitor, for any reason, must cancel participation in the tradeshow, Exhibitor must notify Show Management in writing and refunds will be issued based on the following schedule:
 - Cancellation Before October 5, 2022: 50% of total contract
 - Cancellation On or After October 6, 2022: 0% refund

If because of war, fire, strike, terrorist acts, exhibit facility construction or renovations project, government regulation, pandemics impacting the host city and California, public catastrophe, act of God or other cause beyond the control of Show Management, the tradeshow or any part thereof is prevented from being held, is cancelled by Show Management or the exhibit space becomes unavailable, Show Management, at its sole discretion, shall determine and refund to Exhibitor a proportional share of the aggregate balance of reservation fees received which remains after deductions for expenses incurred by Show Management and reasonable compensation to Show Management but in no case shall the amount refunded to Exhibitor exceed the amount of the reservation fee paid by Exhibitor.
- 3. Products Displayed:** Exhibitor agrees to advertise or display only such products that are generally used in a manner that conforms to state, federal or other applicable laws or regulations. Exhibitor shall not display any product or display or distribute advertisements for a product that infringes upon the registered trademark, copyright or patent of another company, as has been determined by a court of competent jurisdiction. Exhibitor shall not display any products, promotional materials or advertisements relating to products or services other than those manufactured, marketed, provided or sold by Exhibitor.
- 4. Exhibit Space:** Exhibitor shall not harm, deface or damage the tradeshow or any other area of the conference venue or any of its contents, or cause or permit the same to be done. Exhibitor shall not place or permit to be placed any nails, hooks, tacks, screws or any device into any portion of the conference venue. Exhibitor shall not use or permit the use of any tape, glue, cement or any other compound to fasten signs, banners or any other form of display or advertisement to any portion of the conference venue. Exhibitor is liable for any damage caused by Exhibitor or its representatives to floors, walls, columns or to the property of other exhibitors. Exhibitor may not apply paint, lacquer, adhesive or other coating to any surface whatsoever.
- 5. Dismantling:** Exhibitor is required to remain open during the scheduled times listed on the convention schedule. Exhibitor may not dismantle before Thursday at 3:30 pm. Exhibitor must remove its property from the tradeshow floor after the conference. Exhibitor agrees to return and restore the exhibit space, at its sole expense, to the same condition in which it existed prior to Exhibitor’s occupancy. Exhibitor shall be liable for all storage and handling and cleaning charges resulting from the failure to remove its property from the tradeshow by Friday morning.
- 6. Noise Levels:** Exhibitor agrees that noise levels must be kept to a minimum so as not to interfere with nearby conversations. Noise from equipment of any kind must be kept within the confines of Exhibitor’s booth. Exhibitor may not demonstrate any equipment or cause any noise that may be objectionable to surrounding tradeshow participants.
- 7. Fire and Safety Regulations:** Exhibitor agrees to comply with and accept full responsibility for compliance with all federal, state and municipal fire and safety regulations.

- 8. Equipment and Machinery:** Exhibitor assumes all responsibility for equipment and machinery that is to be part of its exhibit. Exhibitor understands it must work with the hotel for placement of equipment and machinery and to obtain any necessary permits. Exhibitor is solely responsible for the costs associated with installation and dismantling of equipment and machinery.
- 9. Booth Personnel:** Booth personnel, including models or demonstrators, must be properly registered and wear access badges issued by Show Management.
- 10. Indemnity:** Exhibitor agrees to indemnify Show Management, the conference venue, members, officers, directors, agents and employees of each of these entities and the tradeshow's general contractor against and hold them harmless for any claims arising out of the acts or negligence of Exhibitor, its agents or employees or out of labor disputes. Exhibitor further agrees to assume all risk and indemnify and hold harmless Show Management, the conference venue, members, officers, directors, agents and employees of each of these entities and the tradeshow's general contractor from and against all claims, liability expenses and damages of any kind or nature arising out of or about damage to or loss of any property belonging to Exhibitor or Exhibitor's employees, agents, contractors, representatives, patrons and guests.
- 11. Liability and Insurance:** All property of Exhibitor remains under its custody and control in transit to and from the tradeshow floor and while it is in the confines of the tradeshow. Neither Show Management, its service contractors nor any of the officers, employees or directors of any of the same are responsible for the safety of the property of Exhibitor from theft, damage by fire, accident, vandalism or other causes. Exhibitor expressly waives and releases any claim or demand it may have against any of the above entities because of any damage to or loss of any property of Exhibitor. It is recommended that Exhibitor obtain adequate insurance coverage, at its own expense, for property loss or damage and liability for personal injury.
- 12. Americans with Disabilities Act:** Exhibitor acknowledges its responsibilities under the Americans with Disabilities Act (ADA) to make its booth accessible to handicapped persons. Exhibitor shall also indemnify and hold Show Management, the conference venue, members, officers, directors, agents and employees of each of these entities harmless against cost, liability or damage which may be caused by Exhibitor's failure to comply with the requirements of ADA.
- 13. Tradeshow Traffic:** No demonstration or activity that blocks aisles or prevents access to other booths shall be permitted. Show Management reserves the right, at its sole discretion, to remove any obstructive demonstration or activity from the tradeshow.
- 14. Behavior / Good Neighbor Policy:** Exhibitor is required to keep all activities within the confines of its booth and not interfere with aisle traffic flow or access to neighboring booths. Activities may not disturb neighboring booths. Demonstrations, booth giveaways and literature must directly relate to Exhibitor's products, business or mission and not be offensive in any manner. Exhibitor is required to conduct itself and operate its booth so as not to annoy, endanger or interfere with the rights of others at the tradeshow. Show Management reserves the right to deny access to the tradeshow floor if Exhibitor does not conduct itself in a professional, ethical and otherwise appropriate manner. Unsportsmanlike, unethical, illegal or disruptive conduct or engaging in corporate espionage is strictly prohibited.
- 15. Literature Distribution / Giveaways:** Circulars, catalogs, magazines, folders, promotional, educational or other giveaway matter may be distributed only at Exhibitor's booth and must be related strictly to the products and services on display or eligible for display and for products which are directly available from Exhibitor. Distribution from booth to booth or in the aisles is forbidden. Exhibitor must confine its exhibit activities to the space for which it has contracted. Exhibitor may not distribute or leave behind merchandise, signs or printed materials in the registration area, meeting rooms or public areas of the event site, including hotels, shuttle buses, parking garages, etc., without written prior approval of Show Management. Only literature published or approved by Show Management may be distributed in the registration area, meeting rooms or public areas of the event site or on transportation provided by Show Management. Canvassing is strictly prohibited, and should Exhibitor do so, it will be requested to leave the premises and its property will be removed at the same time.
- 16. Drawings and Contests:** Raffles, drawings and contests, if permitted by law, are allowed in Exhibitor's booth but will be regulated by Show Management. Show Management reserves the right to limit promotional

activity anywhere on the tradeshow floor at its sole discretion to ensure a professional and safe atmosphere. These activities include and are not limited to handouts, contests, lotteries, promotional activities, entertainment, raffles and drawings.

17. Social Functions and Special Events: Exhibitor agrees not to schedule social functions and special events that encourage the absence of attendees from the conference or tradeshow during official hours of operation.

18. Reservation Agreement: Exhibitor acknowledges receipt of the CSBA Conference & Tradeshow Rules and Regulations and, by signing the reservation agreement, agrees to abide by these rules and regulations as set by Show Management.

CONTACT INFORMATION

First and Last Name	
Signature	
Company Name	
Date	

My signature above is confirmation of commitment to sponsor and/or exhibit at the 2022 CSBA Conference & Tradeshow, scheduled for November 15-17, 2022. I have read the entire agreement and am authorized by my company to make this commitment. By signing this contract, my company and its representatives agree to abide by the CSBA Conference & Tradeshow Rules and Regulations.

**Please return to the CSBA office: 1521 I Street, Sacramento, CA 95814
Phone: (916) 441-0302 • Fax: (916) 446-1063 • Email: Brooke Palmer at brooke@agamsi.com**